
EXHIBIT A

CAUSE NO. DC-19-18503

WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE
GOOD SAMARITAN, INC. DBA
WHITE ROCK MONTESSORI

Plaintiff,

vs.

JESSICA BROWN WILSON

Defendant.

IN THE DISTRICT COURT

B-44TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

Plaintiff's Original Petition

White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori (White Rock Montessori or the School), complains of Jessica Brown Wilson (Wilson or Defendant), and for cause of action respectfully states:

Parties and Venue

1. The School, White Rock Montessori, is a domestic nonprofit corporation, located in Dallas County, Texas, is authorized to do business in this State, and is entitled to bring suit in this Court.

2. The Defendant, Jessica Brown Wilson, is an individual. The Defendant Wilson may be served with process by delivery of the citation along with a copy of this Petition to her residence located at 6546 E. Lovers Lane, Dallas, Texas 75214, or her

business at 4514 Cole Avenue, Suite 600, Dallas, Texas 75205, or wherever found.

3. Venue is proper in Dallas County, Texas under Section 15.002 (a) of the Texas Civil Practice & Remedies Code.

4. The School seeks monetary relief of \$100,000 or less, including damages of kind, penalties, costs, expenses, pre-judgment interest, and attorneys' fees.

Facts upon which Claim is Based

5. Wilson executed Re-Enrollment Contract(s) 2019-2020 (Contracts) for each of her children [REDACTED] (Wilson Children) to attend White Rock Montessori. (Exhibits A and B).

6. On September 18, 2019, White Rock Montessori learned that Ms. Wilson wished to withdraw her children from school. The Contracts each state "If this Agreement is terminated after school starts the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus $\frac{1}{2}$ of the pro-rated tuition from the last day of attendance through the end of the school year." The tuition due for the Wilson Children is \$5,084.07.

7. The Defendant terminated the Contracts before the end of their term and owes the remaining tuition provided for in the Contracts. The tuition owing for early termination is \$5,084.07.

8. The total amount due and payable to the School is \$5,084.07.

8. On September 30, 2019, the School made demand upon the Defendant for payment of the total amount due and payable. The Defendant has failed and refused to pay.

Plaintiff's Cause of Action for Breach of Contract

9. White Rock Montessori would show that the Contracts are valid, legal, and binding. White Rock Montessori performed all conditions precedent or all conditions precedent otherwise occurred, to its right to receive payment of the tuition. The Defendant failed to pay as agreed.

10. As a result of the Defendant's failure to pay the tuition, White Rock Montessori suffered direct and other damages in an amount to be proved at trial and presently calculated to be \$5,084.07, and those damages are within the jurisdictional limits of this court.

Attorneys' Fees

11. White Rock Montessori further shows that it made written demand on the Defendant for payment and such demand was made prior to the filing of this Petition and thus the School is entitled to recover its reasonable attorneys' fees under Texas Civil Practice and Remedies Code § 38.001.

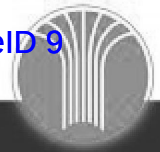
Prayer

WHEREFORE, premises considered, the Plaintiff White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori requests that the Defendant Jessica Brown Wilson be cited to appear and answer and that upon final trial, the School have judgment against the Defendant Jessica Brown Wilson for the amount proved at trial plus interest before and after judgment as provided by law, reasonable and necessary attorneys' fees and cost of litigation, costs of court, and such other and general relief to which the Plaintiff is justly entitled.

Respectfully submitted,

/s/ Robert J. Reagan

Robert J. Reagan
State Bar. No. 16630980
REAGAN McLAIN & HATCH, LLP
White Rock Tower, Suite 300
6510 Abrams Rd.
Dallas, Texas 75231
214.691.6622
214.691.2984 (FAX)
Bob@reaganmclain.com (Email)
Attorneys for Plaintiff



White Rock Montessori

Re-Enrollment Contract 2019-2020

Student's Information

Student's Name

██████████ Wilson

During the past 12 months, has your child experienced any health problems, social or emotional problems, or significant changes in the family? Please explain.

By court order her father is not permitted contact with her.

Allergies and Medications

Students with diagnosed food allergies and/or anaphylactic responses to any substance are required to have a current Emergency Care Plan on file.

Does your child have any diagnosed food allergies?

No

Has your child been prescribed epinephrine or an EpiPen? If so, for what substance?

No

Is your child currently on any medications? If so, please list medications.

No

Please list any food allergies, first aid medications, or other substances that you want your child to avoid.

Parent/Guardian 1

Relationship to Student

Mother

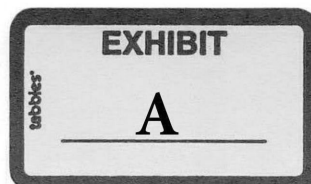
Name

Jessica Brown Wilson

Email Address

Jessica.brown.wilson@gmail.com

Address



Submitted January 9, 2019

6546 e Lovers in
Dallas, Texas 75214
United States

Home Phone

Mobile/Cell Phone

(469) 586-6861

Employer

FisherBroyles LLP

Title at Place of Employment

Partner

Parent/Guardian 2

(if applicable)

Relationship to Student

NA

Name

Email Address

Address

Texas
United States

Home Phone

Mobile/Cell Phone

Employer

Title at Place of Employment

Family Information

Name**Age****School**

[REDACTED] wilson

[REDACTED]

WRM

Student is living with:

- Mother

If student's parents/guardians are divorced, which parent has legal responsibility for:**School-related decisions**

Mother

School bills

Mother

Custody of Student

Mother

Financial Aid**Will you be applying for Financial Aid?**

No

[Click here for the Application for Financial Aid.](#) The due date for submission is March 8, 2019. When applying for financial aid, it is essential to follow each step and adhere to all deadlines.

Enrollment Contract

This Contract is made by and between White Rock Montessori Elementary School of the Good Samaritan, Inc. (DBA White Rock Montessori) located at 1601 Oates Drive, Dallas, Texas 75228, and the undersigned parent, guardian, or other responsible parties on behalf of the named student attending for the 2019-2020 school year.

The student is accepted for the school year under the terms, conditions, policies, and procedures of this Contract and the current year's Parent Handbook to which the parent, guardian, or other responsible party agrees and acknowledges receipt.

Tuition and fees are calculated and are due and payable as determined in Sections "D" through "G" below.

Students are accepted only for the entire academic year, or for the remainder of the school year, if enrolled after the opening date. The fact that the School allows tuition to be paid in two or more installments in no way creates a fractional contract or in any way relieves the parent, guardian, or other responsible party of the obligation to pay the entire year's

A. Remedies

The School's ability to operate on a sound fiscal basis depends in part on its prompt collection of tuition and other fees from parents, guardians, or other responsible parties. In addition to other remedies the School may have under this contract or under applicable law, the School may bring a judicial action for any fees not received in full in the School office by the due date. The parent, guardian, or other responsible party agrees to pay all costs for collection incurred by the School, including attorneys' fees and other costs of litigation.

No Contract will be accepted from a parent, guardian, or responsible party whose payments of tuition, before and after school care or other fees are in arrears from a previous school year. The school will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend classes, enroll in extracurricular activities, participate in graduation, or receive a diploma.

B. Termination by the School

The School may terminate this Agreement at any time if the student's classroom teacher and the Director determine, in their sole discretion, that the student is or will be unable to thrive in the School's Montessori environment. A violation or non-compliance with requirements in the Parent Handbook may, without limitation, be considered in making such determination. The student is considered withdrawn after the last day of attendance. The amount of tuition payable to the School will be pro-rated from the start of the school year through the last day of attendance. The School will retain all fees.

C. Termination by the Parent, Guardian, or other Responsible Party

If the parent or guardian terminates this Contract because of unavoidable circumstances, written notice must be provided to the school. The student is considered withdrawn after the last day of attendance.

If this Contract is **terminated prior to April 1, 2019** no tuition is due to the School.

If this Contract is **terminated after April 1, 2019 and before school starts** the tuition due and payable to the school is one-half the contracted amount.

If this Contract is **terminated after school starts** the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus 1/2 of the pro-rated tuition from the last day of attendance through the end of the school year.

Per school policy, WRM retains all fees for student contracts terminated under any circumstances. Additionally, please keep in mind WRM will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend class, enroll in extracurricular activities, participate in graduation, or receive a diploma.

Acknowledgement

The ability to fund our programs, classroom activities, and competitive teacher salaries is based on each family's commitment to the contract you are signing.

- By clicking this box, I commit that I have read the above termination clause and am agreeing to the fulfillment of this obligation should I need to terminate this contract.

D. Fees

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> |
|-------------------------------------|---------------|---|
| Enrollment Fee - New Students | \$600.00 | With Enrollment Contract |
| Enrollment Fee - Returning Students | \$470.00 | With Re-Enrollment Contract |
| Orientation Week Fee* | \$225.00 | With Re-Enrollment Contract |
| Supply and Field Trip Fee | \$135.00 | With First Tuition Payment |
| Middle School Resource Fee | \$135.00 | With First Tuition Payment |
| Upper Elementary Resource Fee | \$80.00 | With First Tuition Payment |
| B/ASC Registration Fee | \$75.00 | With Enrollment or Re-Enrollment Contract |
| Before School Care Day Rate | \$20.00 | Invoiced Monthly |
| After School Care Day Rate | \$45.00 | Invoiced Monthly |

* Required for all transitioning and new students.

E. Program(s) Contracting For

2019-2020 Grade Applying For

1st Grade (Lower Elementary)

Mandatory Lower Elementary Orientation Week

We may be traveling

Before & After School Care (B/ASC)

Part Time Before & After School Care (B/ASC)(Invoiced monthly via PayPal)

F. Tuition Pricing and Due Dates

The tuition payment amounts listed below will be prorated for all students enrolling mid-year.

Payment Option I: Annual Plan

Payable on June 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Annual Payments</u> | <u>Due June 1, 2019</u> |
|------------------------|-------------------------|
| Middle School | \$16,186.00 |
| Upper Elementary | \$13,083.00 |

| | |
|----------------------------|-------------|
| Lower Elementary | \$12,998.00 |
| Primary Full Day | \$12,998.00 |
| Primary Extended Day | \$12,998.00 |
| Primary Half Day | \$8,141.00 |
| Before School Care | \$1,729.00 |
| After School Care | \$5,324.00 |
| Before & After School Care | \$6,455.00 |

Payment Option II: Semi-Annual Plan

Payable on June 1, 2019 and December 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Semi-annual Payments</u> | <u>Due June 1, 2019</u> | <u>Due Dec 1, 2019</u> | <u>Total</u> |
|------------------------------------|--------------------------------|-------------------------------|---------------------|
| Middle School | \$8,393.00 | \$8,393.00 | \$16,786.00 |
| Upper Elementary | \$6,784.00 | \$6,784.00 | \$13,568.00 |
| Lower Elementary | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Full Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Extended Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Half Day | \$4,221.50 | \$4,221.50 | \$8,443.00 |
| Before School Care | \$897.00 | \$897.00 | \$1,794.00 |
| After School Care | \$2,762.50 | \$2,762.50 | \$5,525.00 |
| Before & After School Care | \$3,349.50 | \$3,349.50 | \$6,699.00 |

Payment Option III: 11 Month Plan

Payable on June 1, 2019 thru April 1, 2020

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Monthly Payments</u> | <u>June 2019 - April 2020</u> | <u>Total</u> |
|--------------------------------|--------------------------------------|---------------------|
| Middle School | \$1,561.45 per month | \$17,176.00 |
| Upper Elementary | \$1,266.55 per month | \$13,932.00 |
| Lower Elementary | \$1,258.82 per month | \$13,847.00 |
| Primary Full Day | \$1,258.82 per month | \$13,847.00 |
| Primary Extended Day | \$1,258.82 per month | \$13,847.00 |
| Primary Half Day | \$790.82 per month | \$8,699.00 |
| Before School Care | \$167.55 per month | \$1,843.00 |
| After School Care | \$516.00 per month | \$5,676.00 |
| Before & After School Care | \$625.55 per month | \$6,881.00 |

G. Payment Option

Payment Option

Monthly Plan

Signature of Parent, Guardian, or other Responsible Party

I understand and agree to all terms, provisions and remedies set forth in this Contract. I understand that by signing this Contract it is my intention that the student will attend school for the entire school year and that I am not aware of any circumstance which may require me to terminate this Contract before the completion of the school year. I warrant that I have the authority to enroll the student into the school program.

White Rock Montessori does not discriminate on the basis of race, color, religion, sex, nationality or ethnic origin in its admissions, availability of programs or administration of policies and services.

I warrant the truthfulness of the information provided in this form.

- I have read and agree to the terms listed above.

Electronic Signature

Jessica Brown Wilson

Re-Enrollment and Other Applicable Fees

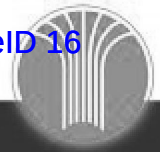
Your child's spot for the 2019-2020 school year is not reserved until these fees have been paid.

Credit Card Information

Visa
XXXXXXXXXXXX9300

Order

| Product | Qty | Unit Price | Price |
|--|-----|------------|-----------------|
| Re-Enrollment Fee for Returning Students | 1 | \$470.00 | \$470.00 |
| Total | | | \$470.00 |



White Rock Montessori

Re-Enrollment Contract 2019-2020

Student's Information

Student's Name

██████ Wilson

During the past 12 months, has your child experienced any health problems, social or emotional problems, or significant changes in the family? Please explain.

By court order her father is not permitted contact with her.

Allergies and Medications

Students with diagnosed food allergies and/or anaphylactic responses to any substance are required to have a current Emergency Care Plan on file.

Does your child have any diagnosed food allergies?

No

Has your child been prescribed epinephrine or an EpiPen? If so, for what substance?

No

Is your child currently on any medications? If so, please list medications.

No

Please list any food allergies, first aid medications, or other substances that you want your child to avoid.

Parent/Guardian 1

Relationship to Student

Mother

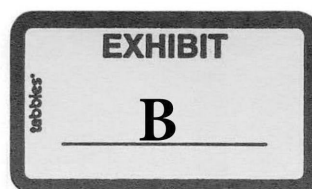
Name

Jessica Brown Wilson

Email Address

Jessica.brown.wilson@gmail.com

Address



Submitted January 9, 2019

6546 e Lovers Ln
Dallas, Texas 75214
United States

Home Phone

Mobile/Cell Phone

(469) 586-6861

Employer

FisherBroyles LLP

Title at Place of Employment

Partner

Parent/Guardian 2

(if applicable)

Relationship to Student

NA

Name

Email Address

Address

Texas
United States

Home Phone

Mobile/Cell Phone

Employer

Title at Place of Employment

Family Information

| Name | Age | School |
|-------------|------|--------|
| ████ Wilson | ████ | WRM |

Student is living with:

- Mother

If student's parents/guardians are divorced, which parent has legal responsibility for:

School-related decisions

Mother

School bills

Mother

Custody of Student

Mother

Financial Aid

Will you be applying for Financial Aid?

No

[Click here for the Application for Financial Aid.](#) The due date for submission is March 8, 2019. When applying for financial aid, it is essential to follow each step and adhere to all deadlines.

Enrollment Contract

This Contract is made by and between White Rock Montessori Elementary School of the Good Samaritan, Inc. (DBA White Rock Montessori) located at 1601 Oates Drive, Dallas, Texas 75228, and the undersigned parent, guardian, or other responsible parties on behalf of the named student attending for the 2019-2020 school year.

The student is accepted for the school year under the terms, conditions, policies, and procedures of this Contract and the current year's Parent Handbook to which the parent, guardian, or other responsible party agrees and acknowledges receipt.

Tuition and fees are calculated and are due and payable as determined in Sections "D" through "G" below.

Students are accepted only for the entire academic year, or for the remainder of the school year, if enrolled after the opening date. The fact that the School allows tuition to be paid in two or more installments in no way creates a fractional contract or in any way relieves the parent, guardian, or other responsible party of the obligation to pay the entire year's

A. Remedies

The School's ability to operate on a sound fiscal basis depends in part on its prompt collection of tuition and other fees from parents, guardians, or other responsible parties. In addition to other remedies the School may have under this contract or under applicable law, the School may bring a judicial action for any fees not received in full in the School office by the due date. The parent, guardian, or other responsible party agrees to pay all costs for collection incurred by the School, including attorneys' fees and other costs of litigation.

No Contract will be accepted from a parent, guardian, or responsible party whose payments of tuition, before and after school care or other fees are in arrears from a previous school year. The school will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend classes, enroll in extracurricular activities, participate in graduation, or receive a diploma.

B. Termination by the School

The School may terminate this Agreement at any time if the student's classroom teacher and the Director determine, in their sole discretion, that the student is or will be unable to thrive in the School's Montessori environment. A violation or non-compliance with requirements in the Parent Handbook may, without limitation, be considered in making such determination. The student is considered withdrawn after the last day of attendance. The amount of tuition payable to the School will be pro-rated from the start of the school year through the last day of attendance. The School will retain all fees.

C. Termination by the Parent, Guardian, or other Responsible Party

If the parent or guardian terminates this Contract because of unavoidable circumstances, written notice must be provided to the school. The student is considered withdrawn after the last day of attendance.

If this Contract is **terminated prior to April 1, 2019** no tuition is due to the School.

If this Contract is **terminated after April 1, 2019 and before school starts** the tuition due and payable to the school is one-half the contracted amount.

If this Contract is **terminated after school starts** the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus 1/2 of the pro-rated tuition from the last day of attendance through the end of the school year.

Per school policy, WRM retains all fees for student contracts terminated under any circumstances. Additionally, please keep in mind WRM will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend class, enroll in extracurricular activities, participate in graduation, or receive a diploma.

Acknowledgement

The ability to fund our programs, classroom activities, and competitive teacher salaries is based on each family's commitment to the contract you are signing.

- By clicking this box, I commit that I have read the above termination clause and am agreeing to the fulfillment of this obligation should I need to terminate this contract.

D. Fees

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> |
|-------------------------------------|---------------|---|
| Enrollment Fee - New Students | \$600.00 | With Enrollment Contract |
| Enrollment Fee - Returning Students | \$470.00 | With Re-Enrollment Contract |
| Orientation Week Fee* | \$225.00 | With Re-Enrollment Contract |
| Supply and Field Trip Fee | \$135.00 | With First Tuition Payment |
| Middle School Resource Fee | \$135.00 | With First Tuition Payment |
| Upper Elementary Resource Fee | \$80.00 | With First Tuition Payment |
| B/ASC Registration Fee | \$75.00 | With Enrollment or Re-Enrollment Contract |
| Before School Care Day Rate | \$20.00 | Invoiced Monthly |
| After School Care Day Rate | \$45.00 | Invoiced Monthly |

* Required for all transitioning and new students.

E. Program(s) Contracting For

2019-2020 Grade Applying For

4th Grade (Upper Elementary)

Mandatory Upper Elementary Orientation Week

We may be traveling then

Before & After School Care (B/ASC)

Part Time Before & After School Care (B/ASC)(Invoiced monthly via PayPal)

F. Tuition Pricing and Due Dates

The tuition payment amounts listed below will be prorated for all students enrolling mid-year.

Payment Option I: Annual Plan

Payable on June 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Annual Payments</u> | <u>Due June 1, 2019</u> |
|------------------------|-------------------------|
| Middle School | \$16,186.00 |
| Upper Elementary | \$13,083.00 |

| | |
|----------------------------|-------------|
| Lower Elementary | \$12,998.00 |
| Primary Full Day | \$12,998.00 |
| Primary Extended Day | \$12,998.00 |
| Primary Half Day | \$8,141.00 |
| Before School Care | \$1,729.00 |
| After School Care | \$5,324.00 |
| Before & After School Care | \$6,455.00 |

Payment Option II: Semi-Annual Plan

Payable on June 1, 2019 and December 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Semi-annual Payments</u> | <u>Due June 1, 2019</u> | <u>Due Dec 1, 2019</u> | <u>Total</u> |
|------------------------------------|--------------------------------|-------------------------------|---------------------|
| Middle School | \$8,393.00 | \$8,393.00 | \$16,786.00 |
| Upper Elementary | \$6,784.00 | \$6,784.00 | \$13,568.00 |
| Lower Elementary | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Full Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Extended Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Half Day | \$4,221.50 | \$4,221.50 | \$8,443.00 |
| Before School Care | \$897.00 | \$897.00 | \$1,794.00 |
| After School Care | \$2,762.50 | \$2,762.50 | \$5,525.00 |
| Before & After School Care | \$3,349.50 | \$3,349.50 | \$6,699.00 |

Payment Option III: 11 Month Plan

Payable on June 1, 2019 thru April 1, 2020

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Monthly Payments</u> | <u>June 2019 - April 2020</u> | <u>Total</u> |
|--------------------------------|--------------------------------------|---------------------|
| Middle School | \$1,561.45 per month | \$17,176.00 |
| Upper Elementary | \$1,266.55 per month | \$13,932.00 |
| Lower Elementary | \$1,258.82 per month | \$13,847.00 |
| Primary Full Day | \$1,258.82 per month | \$13,847.00 |
| Primary Extended Day | \$1,258.82 per month | \$13,847.00 |
| Primary Half Day | \$790.82 per month | \$8,699.00 |
| Before School Care | \$167.55 per month | \$1,843.00 |
| After School Care | \$516.00 per month | \$5,676.00 |
| Before & After School Care | \$625.55 per month | \$6,881.00 |

G. Payment Option

Payment Option

Monthly Plan

Signature of Parent, Guardian, or other Responsible Party

I understand and agree to all terms, provisions and remedies set forth in this Contract. I understand that by signing this Contract it is my intention that the student will attend school for the entire school year and that I am not aware of any circumstance which may require me to terminate this Contract before the completion of the school year. I warrant that I have the authority to enroll the student into the school program.

White Rock Montessori does not discriminate on the basis of race, color, religion, sex, nationality or ethnic origin in its admissions, availability of programs or administration of policies and services.

I warrant the truthfulness of the information provided in this form.

- I have read and agree to the terms listed above.

Electronic Signature

Jessica Brown Wilson

Re-Enrollment and Other Applicable Fees

Your child's spot for the 2019-2020 school year is not reserved until these fees have been paid.

Credit Card Information

Visa
XXXXXXXXXXXX9300

Order

| Product | Qty | Unit Price | Price |
|--|-----|------------|-----------------|
| Re-Enrollment Fee for Returning Students | 1 | \$470.00 | \$470.00 |
| Total | | | \$470.00 |

Rhonda Burks

CAUSE NO. DC-19-18503

**WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE
GOOD SAMARITAN, INC. D/B/A
WHITE ROCK MONTESSORI,**

Plaintiffs,

v.

JESSICA BROWN WILSON,

Defendant.

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

B-44TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

DEFENDANT'S ORIGINAL ANSWER

Defendant, Jessica Brown Wilson ("Defendant"), hereby files her Original Answer to Plaintiff, White Rock Montessori Elementary School of the Good Samaritan, Inc. d/b/a White Rock Montessori's ("Plaintiff" or the "Discriminatory School") Original Petition and would respectfully show unto the Court as follows:

GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant denies each and every material allegation contained in Plaintiff's Original Petition and demands strict proof thereof.

AFFIRMATIVE AND OTHER DEFENSES

By way of further answer, and without limiting in any way her general denial, Defendant pleads the following defenses as necessary. To the extent any defense or legal theory may be interpreted as being inconsistent, such defenses or legal theories are hereby pled in the alternative:

1. The Discriminatory School has failed to state a claim upon which relief may be granted.

2. The Discriminatory School has failed to establish assent or validity to its purported contract, given there was no agreement for electronic assent.
3. The Discriminatory School is prohibited to seek recovery on breach of contract due to Estoppel, as the School first breached purported contract, to the extent one exists.
4. The Discriminatory School's own acts caused or contributed to the necessity of conduct by Mother of the Students.
5. The Discriminatory School is prohibited from any relief due to failure of consideration.
6. The Discriminatory School is prohibited from any relief due to ambiguity.
7. The Discriminatory School is prohibited from any relief due to fraud.
8. The Discriminatory School is prohibited from any relief due to illegality of the purported contract.
9. The Discriminatory School is prohibited from any relief due to laches.
10. The Discriminatory School is prohibited from any relief due to ambiguity.

RESERVATION OF RIGHTS

Defendant reserves the right to raise additional defenses as the case progresses.

REQUEST FOR DISCLOSURE

Defendant hereby serves her Request for Disclosure to Plaintiff pursuant to Rule 194 of the Texas Rules of Civil Procedure.

DEMAND FOR JURY TRIAL

Defendant hereby demands a trial by jury for issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Defendant, Jessica Brown Wilson, prays that Plaintiff take nothing by this suit, that all relief requested by Plaintiff be denied and the Court grant judgment on behalf of Defendant, and for all such other and further relief, both at law and in equity, to which Defendant may show herself to be justly entitled.

Dated: December 23, 2019

Respectfully submitted,

/s/ Jessica Brown Wilson
Jessica Brown Wilson, *Pro Se*
State Bar No. 24048975
jessica.wilson@fisherbroyles.com
FISHER BROYLES, LLP
4514 Cole Avenue, Suite 600
Dallas, Texas 75205
Telephone: 469-586-6861

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a true and correct copy of this document has been served via e-mail on Plaintiff's counsel of record, shown below, on this 23rd day of December, 2019.

Robert J. Reagan
REAGAN MCLAIN & HATCH, LLP
White Rock Tower, Suite 300
6510 Abrams Rd.
Dallas, Texas 75231
Bob@reaganmclain.com

/s/ Jessica Brown Wilson
Jessica Brown Wilson



CAUSE NO. DC-(19-18503)

WHITE ROCK MONTESSORI ELEMENTARY
SCHOOL OF THE GOOD SAMARITAN, INC.

Plaintiff(s),

v.

JESSICA BROWN WILSON

Defendant(s).

In the District Court
of Dallas County, Texas
44th Judicial District

ORDER SETTING SCHEDULING CONFERENCE AND NOTICE OF POLICIES

In accordance with Rule 166, 190 and 192 of the Texas Rules of Civil Procedure, the parties or their attorneys are ORDERED to appear for a scheduling conference to address those matters stated in those Rules on the following date and time: January 24, 2020 @9:00 a.m., or alternatively **dismissal for want of prosecution** for failure to comply with the Courts order for the submission and entrance of a scheduling order. *The Court prefers that counsel submit an agreed Scheduling Order in lieu of attending the scheduling conference hearing, however, the Order must be RECEIVED by 3:00 the day before the hearing in order for it to be cancelled.*

THE PARTIES ARE ORDERED TO CONFER BEFORE THE CONFERENCE.

The conference will not be required if the parties file an agreed scheduling order. One of the two Modified Uniform Scheduling Orders is attached. The date by which the case will be ready for trial (the "Initial Trial Setting") as indicated in the forms must be on a Monday not a holiday, and must be in the following range: **PLEASE USE THE ATTACHED MODIFIED UNIFORM SCHEDULING ORDER, LEVELS 1-2 or 3.**

| | |
|---------|---|
| Level 1 | 6-12 months <u>from the date of initial filing of the case</u> |
| Level 2 | 12-18 months <u>from the date of initial filing of the case</u> |
| Level 3 | 18-24 months <u>from the date of initial filing of the case</u> |

Requests for variations from the attached forms, even if agreed, must be made at the scheduling conference.
Failure to attend the scheduling conference may result in the entry of an order of dismissal for want of prosecution or other sanctions:

The parties are directed to take notice of the following court policies:

Service of Papers Filed with the Court. — Other than original petitions and any accompanying applications for temporary restraining order, any documents filed with the Court that relate to requests for expedited relief or to matters set for hearing within seven days of filing must be served upon all opposing parties in a manner that will ensure receipt of the papers by them on the same day the papers are filed with the Court or District Clerk.

Uncontested or Agreed Matters. — The Court does not require a separate motion or hearing on agreed matters, except for continuances in cases over one year old or as otherwise provided. All uncontested or agreed matters should be presented with a proposed form of order and should reflect the agreement of all parties either (a) by personal or authorized signature on the form of order, or (b) in the certificate of conference on the motion.

Submission of Orders. — Except for proposed orders tendered at a hearing, proposed orders on contested matters should be submitted by the prevailing party after notification of the Court's ruling. Proposed orders should be tendered to the opposing party at least two working days before they are submitted to the Court. The opposing party must either approve the proposed order as to form or file objections in writing with the Court within one week of the submission of the proposed order. If an order is not approved as to form and no objections are filed within seven days of the submission of the proposed order, the Court will deem the proposed order to be approved as to form. Parties are encouraged, however, to bring a proposed order to the hearing.

Briefs. — The Court will use its best efforts to review all motions and briefs before any hearing. Except in case of emergency, any briefs relating to a motion (other than for summary judgment) that is set for hearing must be filed with the clerk of the Court no later than two working days before the scheduled hearing, or with the District Clerk no later than three working days before the scheduled hearing. Briefs in support of a motion for summary judgment must be filed with that motion; briefs in opposition to a motion for summary judgment must be filed at or before the time the response is due. Briefs not filed in accordance with this paragraph likely will not be considered.

COURT SPECIFIC POLICIES

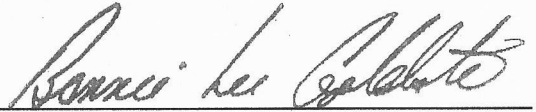
Telephone Hearings. — Participation in hearings by telephone is encouraged. Arrangements should be made with the Court Administrator. (For parties out of town)

Default and Minor Prove-Ups. — Unless instructed otherwise by the Court, default judgments should be made through affidavits; minor prove-ups shall be set for a hearing through the District Clerk.

Continuances. — In cases on file for more than one year, any motion requesting a continuance of trial must be signed by all parties requesting such a continuance, as well as by counsel. A single agreed continuance of 60-90 days, including extension of pretrial deadlines, will typically be granted; subsequent requests are rarely granted. Reset or continuance will not otherwise affect any of the pretrial deadlines unless specifically provided in the Order.

Alterations or Additional Deadlines Permitted. -- The forms attached must be used, but, other than paragraphs 1 or 5 and except as limited by the Rules of Civil Procedure, *different or additional deadlines* do not require an appearance at the scheduling conference and should be made through Rule 11 Agreements.

SIGNED January 2, 2020.


District Judge Bonnie Lee Goldstein

NO. DC-____ - _____-B

| | | |
|---------------|---|--------------------------|
| _____ | § | IN THE DISTRICT COURT OF |
| | § | |
| | § | |
| Plaintiff(s), | § | |
| | § | DALLAS COUNTY, TEXAS |
| v. | § | |
| | § | |
| _____ | § | |
| | § | |
| Defendant(s). | § | 44TH JUDICIAL DISTRICT |

44TH DISTRICT COURT UNIFORM SCHEDULING ORDER (LEVEL 1 OR 2)

In accordance with Rules 166, 190 and 192 of the Texas Rules of Civil Procedure, the Court makes the following order to control discovery and the schedule of this cause:

1. This case will be ready and is set for trial at 9:00 a.m. on _____, (the "Initial Trial Setting"). Reset or continuance of the Initial Trial Setting will not alter any deadlines established in this Order, except those set out in paragraph 7 of this Order, or established by the Texas Rules of Civil Procedure, unless otherwise provided by order. If not reached as set, the case may be carried to the next week.

2. Unless otherwise ordered, discovery in this case will be controlled by:

- ☐ Rule 190.2 (Level 1)
- ☐ Rule 190.3 (Level 2)

of the Texas Rules of Civil Procedure. Except by agreement of the party, leave of court, or where expressly authorized by the Texas Rules of Civil Procedure, no party may obtain discovery of information subject to disclosure under Rule 194 by any other form of discovery.

3. Any objection or motion to exclude or limit expert testimony due to qualification of the expert or reliability of the opinions must be filed no later than seven (7) days after the close of the discovery period, or such objection is waived. Any motion to compel responses to discovery (other than relating to factual matters arising after the end of the discovery period) must be filed no later than seven (7) days after the close of the discovery period or such complaint is waived, except for the sanction of exclusion under Rule 193.6.

4. Any amended pleadings asserting new causes of action or affirmative defenses must be filed no later than thirty (30) days before the end of the discovery period and any other amended pleadings must be filed no later than seven (7) days after the end of the discovery period. Amended pleadings responsive to timely filed pleadings under this schedule may be filed after the deadline for amended pleadings if filed within two (2) weeks after the pleading to which they respond. Except with leave of court, TRCP 166a motions must be heard no later than thirty (30) days before trial.

5. No additional parties may be joined more than five (5) months after the filing of this case except on motion for leave showing good cause. This paragraph does not otherwise alter the requirements of Rule 38. The party joining an additional party shall serve a copy of this Order on the new party concurrently with the pleading joining that party.

6.a. ☐ The parties shall mediate this case no later than thirty (30) days before the Initial Trial Setting, unless otherwise provided by court order. Mediation will be conducted in accordance with the Standing Dallas County Civil District Court Order Regarding Mediation, which is available from the Dallas County ADR Coordinator. All parties shall contact the mediator to arrange the mediation.

☐ The mediator has been selected by agreement of the parties: _____ is hereby appointed mediator. Any mediator substitution requested more than 90 days after the date of this order may only be made by motion for submission to the Court for good cause and under extraordinary circumstances.

☐ The parties have conferred and are unable to agree on a mediator. Accordingly, _____ is hereby appointed mediator. Any mediator substitution requested more than 90 days after the date of this order may only be made by motion for submission to the Court for good cause and under extraordinary circumstances.

b. ☐ One or more of the parties object to mediation of this matter. Any party seeking an order for mediation shall file an appropriate motion no later than 90 days before the Initial Trial Setting and set it for hearing no later than 60 days before the Initial Trial Setting.

7. Fourteen (14) days before the Initial Trial Setting, the parties shall exchange a list of exhibits, including any demonstrative aids and affidavits, and shall exchange copies of any exhibits not previously produced in discovery; over-designation is strongly discouraged and may be sanctioned. Except for records to be offered by way of business record affidavits, each exhibit must be identified separately and not by category or group designation. Rule 193.7 applies to this designation. On or before ten (10) days before the Initial Trial Setting, the attorneys in charge for all parties shall meet in person to confer on stipulations regarding the materials to be submitted to the Court under this paragraph and attempt to maximize agreement on such matters. By 4 pm on the Thursday before the Initial Trial Setting, the parties shall file with the Court the materials stated in Rule 166(e)-(1), an estimate of the length of trial, designation of deposition testimony to be offered in direct examination, and any motions in limine. Failure to file such materials may result in dismissal for want of prosecution or other appropriate sanction.

Plaintiff/Plaintiff's counsel shall serve a copy of this Order on any currently named defendant(s) answering after this date.

SIGNED ON: _____

JUDGE PRESIDING

cc: Counsel of Record/Pro Se Parties and Mediator

AGREED AND APPROVED:

Plaintiff Attorney

Defendant Attorney

Defendant Attorney

Secondary Attorney

Defendant Attorney

Secondary Attorney

Rhonda Burks

CAUSE NO. DC-19-18503

WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE GOOD
SAMARITAN, INC. DBA WHITE ROCK
MONTESSORI

Plaintiff,

vs.

JESSICA BROWN WILSON

Defendant.

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

Plaintiff's First Amended Petition

White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori (White Rock Montessori or the School) , complains of Jessica Brown Wilson (Wilson or Defendant), and for cause of action respectfully states:

Discovery Control Plan

1. Per Texas Rule of Civil Procedure 190, the Plaintiff alleges that Discovery Control Plan No. 1 (suits involving \$50,000 or less) should apply to this case.

Parties and Venue

2. The School, White Rock Montessori, is a domestic nonprofit corporation, located in Dallas County, Texas, is authorized to do business in this State, and is entitled to bring suit in this Court.

3. The Defendant, Jessica Brown Wilson, is an individual. The Defendant Wilson has

answered, and is before the court.

4. Venue is proper in Dallas County, Texas under Section 15.002 (a) of the Texas Civil Practice & Remedies Code.

5. The School seeks monetary relief of \$100,000 or less, including damages of kind, penalties, costs, expenses, pre-judgment interest, and attorneys' fees.

Facts upon which Claim is Based

6. Wilson executed Re-Enrollment Contract(s) 2019-2020 (Contracts) for each of her children [REDACTED] (Wilson Children) to attend White Rock Montessori. (Exhibits A and B).

7. On September 18, 2019, White Rock Montessori learned that Ms. Wilson wished to withdraw her children from school. The Contracts each state "If this Agreement is terminated after school starts the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus ½ of the pro-rated tuition from the last day of attendance through the end of the school year." The tuition due for the Wilson Children is \$5,084.07.

8. The Defendant terminated the Contracts before the end of their term and owes the remaining tuition provided for in the Contracts. The tuition owing for early termination is \$5,084.07.

9. The total amount due and payable to the School is \$5,084.07.

8. On September 30, 2019, the School made demand upon the Defendant for payment of the total amount due and payable. The Defendant has failed and refused to pay.

Plaintiff's Cause of Action for Breach of Contract

10. White Rock Montessori would show that the Contracts are valid, legal, and binding. White Rock Montessori performed all conditions precedent or all conditions precedent otherwise occurred, to its right to receive payment of the tuition. The Defendant failed to pay as agreed.

11. As a result of the Defendant's failure to pay the tuition, White Rock Montessori suffered direct and other damages in an amount to be proved at trial and presently calculated to be \$5,084.07, and those damages are within the jurisdictional limits of this court.

Attorneys' Fees

12. White Rock Montessori further shows that it made written demand on the Defendant for payment and such demand was made prior to the filing of this Petition and thus the School is entitled to recover its reasonable attorneys' fees under Texas Civil Practice and Remedies Code § 38.001.

Prayer

WHEREFORE, premises considered, the Plaintiff White Rock Montessori Elementary

School of the Good Samaritan, Inc. dba White Rock Montessori requests that the Defendant Jessica Brown Wilson be cited to appear and answer and that upon final trial, the School have judgment against the Defendant Jessica Brown Wilson for the amount proved at trial plus interest before and after judgment as provided by law, reasonable and necessary attorneys' fees and cost of litigation, costs of court, and such other and general relief to which the Plaintiff is justly entitled.

Respectfully submitted,

/s/ Robert J. Reagan

Robert J. Reagan

State Bar. No. 16630980

REAGAN McLAIN & HATCH, LLP

White Rock Tower, Suite 300

6510 Abrams Rd.

Dallas, Texas 75231

214.691.6622

214.691.2984 (FAX)

Bob@reaganmclain.com (Email)

Attorneys for Plaintiff

Certificate of Service

The undersigned hereby certifies that on January 6, 2020, a true and correct copy of the Plaintiff's First Amended Petition, was served electronically through the court's electronic filing system, on the Defendant, to the following person at the following address in this case.

Jessica Brown Wilson
Fisher Broyles, LLP
4514 Cole Ave., Suite 600
Dallas, Texas 75205
jessica.wilson@fisherbroyles.com (Email)

/s/ Robert J. Reagan
Robert J. Reagan



White Rock Montessori

Re-Enrollment Contract 2019-2020

Student's Information

Student's Name

██████████ Wilson

During the past 12 months, has your child experienced any health problems, social or emotional problems, or significant changes in the family? Please explain.

By court order her father is not permitted contact with her.

Allergies and Medications

Students with diagnosed food allergies and/or anaphylactic responses to any substance are required to have a current Emergency Care Plan on file.

Does your child have any diagnosed food allergies?

No

Has your child been prescribed epinephrine or an EpiPen? If so, for what substance?

No

Is your child currently on any medications? If so, please list medications.

No

Please list any food allergies, first aid medications, or other substances that you want your child to avoid.

Parent/Guardian 1

Relationship to Student

Mother

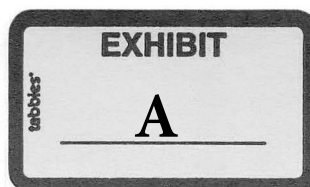
Name

Jessica Brown Wilson

Email Address

Jessica.brown.wilson@gmail.com

Address



Submitted January 9, 2019

6546 e Lovers Ln
Dallas, Texas 75214
United States

Home Phone

Mobile/Cell Phone

(469) 586-6861

Employer

FisherBroyles LLP

Title at Place of Employment

Partner

Parent/Guardian 2

(if applicable)

Relationship to Student

NA

Name

Email Address

Address

Texas
United States

Home Phone

Mobile/Cell Phone

Employer

Title at Place of Employment

Family Information

| Name | Age | School |
|-------------------|------------|--------|
| ██████████ wilson | ██████████ | WRM |

Student is living with:

- Mother

If student's parents/guardians are divorced, which parent has legal responsibility for:

School-related decisions

Mother

School bills

Mother

Custody of Student

Mother

Financial Aid

Will you be applying for Financial Aid?

No

[Click here for the Application for Financial Aid.](#) The due date for submission is March 8, 2019. When applying for financial aid, it is essential to follow each step and adhere to all deadlines.

Enrollment Contract

This Contract is made by and between White Rock Montessori Elementary School of the Good Samaritan, Inc. (DBA White Rock Montessori) located at 1601 Oates Drive, Dallas, Texas 75228, and the undersigned parent, guardian, or other responsible parties on behalf of the named student attending for the 2019-2020 school year.

The student is accepted for the school year under the terms, conditions, policies, and procedures of this Contract and the current year's Parent Handbook to which the parent, guardian, or other responsible party agrees and acknowledges receipt.

Tuition and fees are calculated and are due and payable as determined in Sections "D" through "G" below.

Students are accepted only for the entire academic year, or for the remainder of the school year, if enrolled after the opening date. The fact that the School allows tuition to be paid in two or more installments in no way creates a fractional contract or in any way relieves the parent, guardian, or other responsible party of the obligation to pay the entire year's

A. Remedies

The School's ability to operate on a sound fiscal basis depends in part on its prompt collection of tuition and other fees from parents, guardians, or other responsible parties. In addition to other remedies the School may have under this contract or under applicable law, the School may bring a judicial action for any fees not received in full in the School office by the due date. The parent, guardian, or other responsible party agrees to pay all costs for collection incurred by the School, including attorneys' fees and other costs of litigation.

No Contract will be accepted from a parent, guardian, or responsible party whose payments of tuition, before and after school care or other fees are in arrears from a previous school year. The school will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend classes, enroll in extracurricular activities, participate in graduation, or receive a diploma.

B. Termination by the School

The School may terminate this Agreement at any time if the student's classroom teacher and the Director determine, in their sole discretion, that the student is or will be unable to thrive in the School's Montessori environment. A violation or non-compliance with requirements in the Parent Handbook may, without limitation, be considered in making such determination. The student is considered withdrawn after the last day of attendance. The amount of tuition payable to the School will be pro-rated from the start of the school year through the last day of attendance. The School will retain all fees.

C. Termination by the Parent, Guardian, or other Responsible Party

If the parent or guardian terminates this Contract because of unavoidable circumstances, written notice must be provided to the school. The student is considered withdrawn after the last day of attendance.

If this Contract is **terminated prior to April 1, 2019** no tuition is due to the School.

If this Contract is **terminated after April 1, 2019 and before school starts** the tuition due and payable to the school is one-half the contracted amount.

If this Contract is **terminated after school starts** the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus 1/2 of the pro-rated tuition from the last day of attendance through the end of the school year.

Per school policy, WRM retains all fees for student contracts terminated under any circumstances. Additionally, please keep in mind WRM will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend class, enroll in extracurricular activities, participate in graduation, or receive a diploma.

Acknowledgement

The ability to fund our programs, classroom activities, and competitive teacher salaries is based on each family's commitment to the contract you are signing.

- By clicking this box, I commit that I have read the above termination clause and am agreeing to the fulfill this obligation should I need to terminate this contract.

D. Fees

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> |
|-------------------------------------|---------------|---|
| Enrollment Fee - New Students | \$600.00 | With Enrollment Contract |
| Enrollment Fee - Returning Students | \$470.00 | With Re-Enrollment Contract |
| Orientation Week Fee* | \$225.00 | With Re-Enrollment Contract |
| Supply and Field Trip Fee | \$135.00 | With First Tuition Payment |
| Middle School Resource Fee | \$135.00 | With First Tuition Payment |
| Upper Elementary Resource Fee | \$80.00 | With First Tuition Payment |
| B/ASC Registration Fee | \$75.00 | With Enrollment or Re-Enrollment Contract |
| Before School Care Day Rate | \$20.00 | Invoiced Monthly |
| After School Care Day Rate | \$45.00 | Invoiced Monthly |

* Required for all transitioning and new students.

E. Program(s) Contracting For

2019-2020 Grade Applying For

1st Grade (Lower Elementary)

Mandatory Lower Elementary Orientation Week

We may be traveling

Before & After School Care (B/ASC)

Part Time Before & After School Care (B/ASC)(Invoiced monthly via PayPal)

F. Tuition Pricing and Due Dates

The tuition payment amounts listed below will be prorated for all students enrolling mid-year.

Payment Option I: Annual Plan

Payable on June 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Annual Payments</u> | <u>Due June 1, 2019</u> |
|------------------------|-------------------------|
| Middle School | \$16,186.00 |
| Upper Elementary | \$13,083.00 |

| | |
|----------------------------|-------------|
| Lower Elementary | \$12,998.00 |
| Primary Full Day | \$12,998.00 |
| Primary Extended Day | \$12,998.00 |
| Primary Half Day | \$8,141.00 |
| Before School Care | \$1,729.00 |
| After School Care | \$5,324.00 |
| Before & After School Care | \$6,455.00 |

Payment Option II: Semi-Annual Plan

Payable on June 1, 2019 and December 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Semi-annual Payments</u> | <u>Due June 1, 2019</u> | <u>Due Dec 1, 2019</u> | <u>Total</u> |
|------------------------------------|--------------------------------|-------------------------------|---------------------|
| Middle School | \$8,393.00 | \$8,393.00 | \$16,786.00 |
| Upper Elementary | \$6,784.00 | \$6,784.00 | \$13,568.00 |
| Lower Elementary | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Full Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Extended Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Half Day | \$4,221.50 | \$4,221.50 | \$8,443.00 |
| Before School Care | \$897.00 | \$897.00 | \$1,794.00 |
| After School Care | \$2,762.50 | \$2,762.50 | \$5,525.00 |
| Before & After School Care | \$3,349.50 | \$3,349.50 | \$6,699.00 |

Payment Option III: 11 Month Plan

Payable on June 1, 2019 thru April 1, 2020

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Monthly Payments</u> | <u>June 2019 - April 2020</u> | <u>Total</u> |
|--------------------------------|--------------------------------------|---------------------|
| Middle School | \$1,561.45 per month | \$17,176.00 |
| Upper Elementary | \$1,266.55 per month | \$13,932.00 |
| Lower Elementary | \$1,258.82 per month | \$13,847.00 |
| Primary Full Day | \$1,258.82 per month | \$13,847.00 |
| Primary Extended Day | \$1,258.82 per month | \$13,847.00 |
| Primary Half Day | \$790.82 per month | \$8,699.00 |
| Before School Care | \$167.55 per month | \$1,843.00 |
| After School Care | \$516.00 per month | \$5,676.00 |
| Before & After School Care | \$625.55 per month | \$6,881.00 |

G. Payment Option

Payment Option

Monthly Plan

Signature of Parent, Guardian, or other Responsible Party

I understand and agree to all terms, provisions and remedies set forth in this Contract. I understand that by signing this Contract it is my intention that the student will attend school for the entire school year and that I am not aware of any circumstance which may require me to terminate this Contract before the completion of the school year. I warrant that I have the authority to enroll the student into the school program.

White Rock Montessori does not discriminate on the basis of race, color, religion, sex, nationality or ethnic origin in its admissions, availability of programs or administration of policies and services.

I warrant the truthfulness of the information provided in this form.

- I have read and agree to the terms listed above.

Electronic Signature

Jessica Brown Wilson

Re-Enrollment and Other Applicable Fees

Your child's spot for the 2019-2020 school year is not reserved until these fees have been paid.

Credit Card Information

Visa
XXXXXXXXXXXX9300

Order

| Product | Qty | Unit Price | Price |
|--|-----|--------------|-----------------|
| Re-Enrollment Fee for Returning Students | 1 | \$470.00 | \$470.00 |
| | | Total | \$470.00 |



White Rock Montessori

Re-Enrollment Contract 2019-2020

Student's Information

Student's Name

Wilson

During the past 12 months, has your child experienced any health problems, social or emotional problems, or significant changes in the family? Please explain.

By court order her father is not permitted contact with her.

Allergies and Medications

Students with diagnosed food allergies and/or anaphylactic responses to any substance are required to have a current Emergency Care Plan on file.

Does your child have any diagnosed food allergies?

No

Has your child been prescribed epinephrine or an EpiPen? If so, for what substance?

No

Is your child currently on any medications? If so, please list medications.

No

Please list any food allergies, first aid medications, or other substances that you want your child to avoid.

Parent/Guardian 1

Relationship to Student

Mother

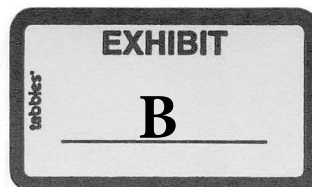
Name

Jessica Brown Wilson

Email Address

Jessica.brown.wilson@gmail.com

Address



Submitted January 9, 2019

6546 e Lovers Ln
Dallas, Texas 75214
United States

Home Phone

Mobile/Cell Phone

(469) 586-6861

Employer

FisherBroyles LLP

Title at Place of Employment

Partner

Parent/Guardian 2

(if applicable)

Relationship to Student

NA

Name

Email Address

Address

Texas
United States

Home Phone

Mobile/Cell Phone

Employer

Title at Place of Employment

Family Information

| Name | Age | School |
|-------------|------|--------|
| ████ Wilson | ████ | WRM |

Student is living with:

- Mother

If student's parents/guardians are divorced, which parent has legal responsibility for:

School-related decisions

Mother

School bills

Mother

Custody of Student

Mother

Financial Aid

Will you be applying for Financial Aid?

No

[Click here for the Application for Financial Aid.](#) The due date for submission is March 8, 2019. When applying for financial aid, it is essential to follow each step and adhere to all deadlines.

Enrollment Contract

This Contract is made by and between White Rock Montessori Elementary School of the Good Samaritan, Inc. (DBA White Rock Montessori) located at 1601 Oates Drive, Dallas, Texas 75228, and the undersigned parent, guardian, or other responsible parties on behalf of the named student attending for the 2019-2020 school year.

The student is accepted for the school year under the terms, conditions, policies, and procedures of this Contract and the current year's Parent Handbook to which the parent, guardian, or other responsible party agrees and acknowledges receipt.

Tuition and fees are calculated and are due and payable as determined in Sections "D" through "G" below.

Students are accepted only for the entire academic year, or for the remainder of the school year, if enrolled after the opening date. The fact that the School allows tuition to be paid in two or more installments in no way creates a fractional contract or in any way relieves the parent, guardian, or other responsible party of the obligation to pay the entire year's

A. Remedies

The School's ability to operate on a sound fiscal basis depends in part on its prompt collection of tuition and other fees from parents, guardians, or other responsible parties. In addition to other remedies the School may have under this contract or under applicable law, the School may bring a judicial action for any fees not received in full in the School office by the due date. The parent, guardian, or other responsible party agrees to pay all costs for collection incurred by the School, including attorneys' fees and other costs of litigation.

No Contract will be accepted from a parent, guardian, or responsible party whose payments of tuition, before and after school care or other fees are in arrears from a previous school year. The school will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend classes, enroll in extracurricular activities, participate in graduation, or receive a diploma.

B. Termination by the School

The School may terminate this Agreement at any time if the student's classroom teacher and the Director determine, in their sole discretion, that the student is or will be unable to thrive in the School's Montessori environment. A violation or non-compliance with requirements in the Parent Handbook may, without limitation, be considered in making such determination. The student is considered withdrawn after the last day of attendance. The amount of tuition payable to the School will be pro-rated from the start of the school year through the last day of attendance. The School will retain all fees.

C. Termination by the Parent, Guardian, or other Responsible Party

If the parent or guardian terminates this Contract because of unavoidable circumstances, written notice must be provided to the school. The student is considered withdrawn after the last day of attendance.

If this Contract is **terminated prior to April 1, 2019** no tuition is due to the School.

If this Contract is **terminated after April 1, 2019 and before school starts** the tuition due and payable to the school is one-half the contracted amount.

If this Contract is **terminated after school starts** the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus 1/2 of the pro-rated tuition from the last day of attendance through the end of the school year.

Per school policy, WRM retains all fees for student contracts terminated under any circumstances. Additionally, please keep in mind WRM will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend class, enroll in extracurricular activities, participate in graduation, or receive a diploma.

Acknowledgement

The ability to fund our programs, classroom activities, and competitive teacher salaries is based on each family's commitment to the contract you are signing.

- By clicking this box, I commit that I have read the above termination clause and am agreeing to the fulfill this obligation should I need to terminate this contract.

D. Fees

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> |
|-------------------------------------|---------------|---|
| Enrollment Fee - New Students | \$600.00 | With Enrollment Contract |
| Enrollment Fee - Returning Students | \$470.00 | With Re-Enrollment Contract |
| Orientation Week Fee* | \$225.00 | With Re-Enrollment Contract |
| Supply and Field Trip Fee | \$135.00 | With First Tuition Payment |
| Middle School Resource Fee | \$135.00 | With First Tuition Payment |
| Upper Elementary Resource Fee | \$80.00 | With First Tuition Payment |
| B/ASC Registration Fee | \$75.00 | With Enrollment or Re-Enrollment Contract |
| Before School Care Day Rate | \$20.00 | Invoiced Monthly |
| After School Care Day Rate | \$45.00 | Invoiced Monthly |

* Required for all transitioning and new students.

E. Program(s) Contracting For

2019-2020 Grade Applying For

4th Grade (Upper Elementary)

Mandatory Upper Elementary Orientation Week

We may be traveling then

Before & After School Care (B/ASC)

Part Time Before & After School Care (B/ASC)(Invoiced monthly via PayPal)

F. Tuition Pricing and Due Dates

The tuition payment amounts listed below will be prorated for all students enrolling mid-year.

Payment Option I: Annual Plan

Payable on June 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Annual Payments</u> | <u>Due June 1, 2019</u> |
|------------------------|-------------------------|
| Middle School | \$16,186.00 |
| Upper Elementary | \$13,083.00 |

| | |
|----------------------------|-------------|
| Lower Elementary | \$12,998.00 |
| Primary Full Day | \$12,998.00 |
| Primary Extended Day | \$12,998.00 |
| Primary Half Day | \$8,141.00 |
| Before School Care | \$1,729.00 |
| After School Care | \$5,324.00 |
| Before & After School Care | \$6,455.00 |

Payment Option II: Semi-Annual Plan

Payable on June 1, 2019 and December 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Semi-annual Payments</u> | <u>Due June 1, 2019</u> | <u>Due Dec 1, 2019</u> | <u>Total</u> |
|------------------------------------|--------------------------------|-------------------------------|---------------------|
| Middle School | \$8,393.00 | \$8,393.00 | \$16,786.00 |
| Upper Elementary | \$6,784.00 | \$6,784.00 | \$13,568.00 |
| Lower Elementary | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Full Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Extended Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Half Day | \$4,221.50 | \$4,221.50 | \$8,443.00 |
| Before School Care | \$897.00 | \$897.00 | \$1,794.00 |
| After School Care | \$2,762.50 | \$2,762.50 | \$5,525.00 |
| Before & After School Care | \$3,349.50 | \$3,349.50 | \$6,699.00 |

Payment Option III: 11 Month Plan

Payable on June 1, 2019 thru April 1, 2020

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Monthly Payments</u> | <u>June 2019 - April 2020</u> | <u>Total</u> |
|--------------------------------|--------------------------------------|---------------------|
| Middle School | \$1,561.45 per month | \$17,176.00 |
| Upper Elementary | \$1,266.55 per month | \$13,932.00 |
| Lower Elementary | \$1,258.82 per month | \$13,847.00 |
| Primary Full Day | \$1,258.82 per month | \$13,847.00 |
| Primary Extended Day | \$1,258.82 per month | \$13,847.00 |
| Primary Half Day | \$790.82 per month | \$8,699.00 |
| Before School Care | \$167.55 per month | \$1,843.00 |
| After School Care | \$516.00 per month | \$5,676.00 |
| Before & After School Care | \$625.55 per month | \$6,881.00 |

G. Payment Option

Payment Option

Monthly Plan

Signature of Parent, Guardian, or other Responsible Party

I understand and agree to all terms, provisions and remedies set forth in this Contract. I understand that by signing this Contract it is my intention that the student will attend school for the entire school year and that I am not aware of any circumstance which may require me to terminate this Contract before the completion of the school year. I warrant that I have the authority to enroll the student into the school program.

White Rock Montessori does not discriminate on the basis of race, color, religion, sex, nationality or ethnic origin in its admissions, availability of programs or administration of policies and services.

I warrant the truthfulness of the information provided in this form.

- I have read and agree to the terms listed above.

Electronic Signature

Jessica Brown Wilson

Re-Enrollment and Other Applicable Fees

Your child's spot for the 2019-2020 school year is not reserved until these fees have been paid.

Credit Card Information

Visa
XXXXXXXXXXXX9300

Order

| Product | Qty | Unit Price | Price |
|--|-----|------------|-----------------|
| Re-Enrollment Fee for Returning Students | 1 | \$470.00 | \$470.00 |
| Total | | | \$470.00 |

CAUSE NO. DC-19-18503

| | | |
|-----------------------------------|----------|---------------------------------|
| WHITE ROCK MONTESSORI | § | IN THE DISTRICT COURT |
| ELEMENTARY SCHOOL OF THE | § | |
| GOOD SAMARITAN, INC. D/B/A | § | |
| WHITE ROCK MONTESSORI, | § | |
| | § | |
| Plaintiffs, | § | B-44TH JUDICIAL DISTRICT |
| | § | |
| v. | § | |
| | § | |
| JESSICA BROWN WILSON, | § | |
| | § | |
| Defendant. | § | DALLAS COUNTY, TEXAS |

AGREED SCHEDULING ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

CAME ON TO BE CONSIDERED, the Parties Agreed Scheduling Order and after considering same, the Court is of the opinion it should be entered. Accordingly, it is hereby ORDERED, as follows:

DATE

- 06/17/2020 PLAINTIFF'S EXPERT WITNESS DESIGNATION**, Plaintiff shall file a designation of all testifying expert witnesses in accordance with Rule 194.2(1).
- 07/16/2020 NEW PARTIES AND RESPONSIBLE THIRD PARTIES** shall be named and/or joined by this date pursuant to the requirements of CPRC 33.004(a).
- 07/17/2020 DEFENDANT'S EXPERT WITNESS DESIGNATION**. Defendant shall file a designation of all testifying expert witnesses in accordance with Rule 194.2(1).
- 07/31/2020 DAUBERT/ROBINSON MOTIONS**: Any Daubert or Robinson challenges to expert testimony must be filed.
- 07/31/2020 DISPOSITIVE MOTIONS**

07/31/2020 PLAINTIFF'S AMENDMENTS TO PLEADINGS: All pleadings shall be amended or supplemented by this date.

08/07/2020 DEFENDANT'S AMENDMENTS TO PLEADINGS: All pleadings shall be amended or supplemented by this date.

08/14/2020 DISCOVERY DEADLINE. All discovery shall be complete by this date.

08/14/2020 MEDIATION. Parties shall attend mediation on or before this date, subject to the mediator's availability and agreement of the parties. The mediator has been selected by agreement of the parties: Will Pryor is hereby appointed mediator.

09/16/2020 TRIAL DOCUMENTS:

- (A) Counsel will exchange their respective list of fact and expert witnesses, including rebuttal witnesses that reasonably should be anticipated, that each intends to call at trial. Persons not so identified will not be allowed to testify unless good cause is shown.
- (B) Counsel shall exchange a list of exhibits that each reasonably anticipates will be offered in evidence. Exhibits not listed will not be admitted unless good cause is shown. Counsel should stipulate insofar as possible to the authenticity and admissibility of exhibits to be used at trial.
- (C) Counsel shall exchange page and line references for all deposition testimony to be offered in the case in chief.
- (D) Neither Plaintiff nor Defendant shall be precluded from testifying on their own behalf by virtue of any failure to identify as a fact witness.

09/18/2020 MOTIONS IN LIMINE: Counsel shall exchange motions in limine.

09/22/2020 CROSS-DESIGNATIONS: Counsel shall exchange cross- designations of page and line references of all deposition testimony to be used at trial. Counsel shall also provide a written statement of page and line references to designations that are the subject of any evidentiary objections, including the basis for the objections. Failure to object will be deemed a waiver of any objection.

09/24/2020 OBJECTIONS TO CROSS DESIGNATIONS: Counsel shall provide a written statement of page and line references to cross-designations that are the subject of any evidentiary objections, including the basis for the objection. Failure to object will be deemed a waiver of the objection.

09/25/2020 COUNSEL SHALL CONFER IN GOOD FAITH in an attempt to resolve all objections to deposition designation and exhibits, as well as to resolve disputed motions in limine filed by an opposing party. Any objections not

resolved by conference will be heard at the pretrial conference on the day of trial.

09/25/2020 VIDEO DEPOSITION EXCERPTS: No video deposition should be edited until the Court rules on objections. All video depositions shall be edited to eliminate cumulative testimony and to present only those matters that are relevant and material. All extended silent passages and objections/exchanges between counsel shall be omitted.

09/25/2020 JURY CHARGE: Each party shall serve on all other parties a proposed jury charge, including questions, definitions and instructions, which shall include citation to the Texas Pattern Jury Charge or other authority that supports the submission. If case law supports the submission, include a copy of the case with materials language highlighted for the Court at pretrial. Include petition history. The charge shall also be submitted on an IBM compatible diskette or CD in Word format. At the pretrial, counsel shall also furnish the Court a copy of the active trial Pleadings.

09/28/2020 PRE-TRIAL MANAGEMENT CONFERENCE: The Court will rule on any pending motions, including objections to motions in limine and deposition excerpts, make preliminary rulings on admissibility of proposed exhibits, and make any other appropriate order which will aid the Court in trying the case as efficiently as possible.

09/28/2020 TRIAL

SIGNED on the 23rd day of 2020


JUDGE PRESIDING

AGREED:

/s/ Jessica BrownWilson

Jessica Brown Wilson

/s/ Robert J. Reagan

Robert J. Reagan, Attorney for Plaintiff

44TH DISTRICT COURT
GEORGE L. ALLEN, SR. COURTS BUILDING
600 COMMERCE STREET
DALLAS, TEXAS 75202-4604

January 23, 2020

JESSICA R BROWN
4514 COLE AVE
SUITE 600
DALLAS TX 75205

DC-19-18503
WHITE ROCK MONTESSORI ELEMENTARY SCHOOL OF THE GOOD SAMARITAN, INC vs. JESSICA
BROWN WILSON

ALL COUNSEL OF RECORD/PRO SE LITIGANTS:

PLEASE TAKE NOTE OF THE FOLLOWING SETTINGS:

JURY TRIAL: 09/28/2020 @ 9:00 AM

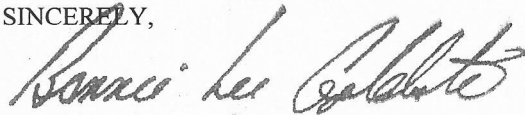
TRIAL ANNOUNCEMENTS MUST BE MADE IN ACCORDANCE WITH RULE 3.02, LOCAL RULES OF
THE CIVIL COURT OF DALLAS COUNTY, TEXAS.

WHEN NO ANNOUNCEMENT IS MADE FOR DEFENDANT, DEFENDANT WILL BE PRESUMED READY.
IF NO PLAINTIFF FAILS TO ANNOUNCE OR TO APPEAR AT TRIAL, THE CASE WILL BE DISMISSED
FOR WANT OF PROSECUTION IN ACCORDANCE WITH RULE 165a, TEXAS RULES OF CIVIL
PROCEDURE.

COMPLETION OF DISCOVERY, PRESENTATION OF PRETRIAL MOTIONS AND OTHER MATTERS
RELATING TO PREPARATION FOR TRIAL ARE GOVERNED BY THE TEXAS RULES OF CIVIL
PROCEDURE.

PLEASE FORWARD A COPY OF THIS NOTICE TO COUNSEL OF RECORD FOR EACH PARTY AND ALL
PRO SE PARTIES BY A METHOD APPROVED IN TEXAS RULES OF CIVIL PROCEDURE 21a.

SINCERELY,



BONNIE LEE GOLDSTEIN
JUDGE, 44TH DISTRICT COURT
DALLAS COUNTY, TEXAS

Cc:
ROBERT J REAGAN; JESSICA R BROWN

Loaidi Grove

CAUSE NO. DC-19-18503

WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE GOOD
SAMARITAN, INC. DBA WHITE ROCK
MONTESSORI

Plaintiff,

vs.

JESSICA BROWN WILSON

Defendant.

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

Plaintiff's Motion for Summary Judgment

The Plaintiff, White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori (White Rock Montessori or the School) in accordance with the Texas Rules of Civil Procedure, files its Motion for Summary Judgment against Defendant Jessica Brown Wilson (Defendant or Ms. Wilson), and respectfully states:

Grounds for Summary Judgment

1. The School files its Motion for Summary Judgment under Rule 166a(c). As to its claim for breach of contract against the Defendant, the Plaintiff will show that the Defendant failed and refused to pay pro-rated tuition as agreed in writing, and, that there is no genuine issue of material fact as to any element of the School's cause of action for breach of contract. The Plaintiff is thus entitled to judgment as a matter of law. TEX. R. CIV.

P. 166a(c); *MMP, Ltd. v. Jones*, 710 S.W.2d 59, 60 (Tex. 1986).

Summary Judgment Evidence

2. As summary judgment evidence, the Plaintiff attaches and submits for the court's consideration the following:

- Exhibit A - Affidavit of Connie Laufersky;
- Exhibit A-1 - Re-Enrollment Contract 2019-2020;
- Exhibit A-2 - Re-Enrollment Contract 2019-2020;
- Exhibit A-3 - Withdrawal Statement to Ms. Wilson;
- Exhibit A-4 - Withdrawal Statement to Ms. Wilson;
- Exhibit A-5 - Statement - Fee Accrual
- Exhibit B - Demand Letter Dated September 30, 2019
- Exhibit C - Affidavit of Robert J. Reagan
- Exhibit C-1 - History Bill

The Plaintiff also requests the court to take judicial notice of the contents of its file in this case.

Facts

3. All factual statements made herein are contained in the Affidavit of Connie Laufersky, or in documents attached to and verified by that Affidavit, which are attached to this pleading as Exhibits A, A-1 through A-5 and incorporated by reference for all purposes.

4. Ms. Wilson executed Re-Enrollment Contract(s) 2019-2020 (Contracts) for each of her

children (Wilson Children) to attend White Rock Montessori. (Exhibits A-1 and A-2).

5. Ms. Wilson withdrew one child on September 2, 2019, the withdrew the other on September 10, 2019. (Exhibit A-5) The Contracts each state “If this Agreement is terminated after school starts the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus $\frac{1}{2}$ of the pro-rated tuition from the last day of attendance through the end of the school year.” (see Exhibits A-1 and A-2) The School for 2019 - 2020 started on August 19, 2019. (see Exhibit A)

6. The Defendant terminated the Contracts after the start of the school year and before the end of their term and owes the remaining tuition provided for in the Contracts. The pro-rated tuition, and, accordingly, the total amount due and payable to the School is \$5,084.07. (See Exhibit A-5)

8. On September 30, 2019, the School made demand upon the Defendant for payment of the total amount due and payable. (see Exhibits A-3 and A-4; Exhibit B) The Defendant has failed and refused to pay.

Argument and Authorities

Breach of Contract

7. The School shows that the Agreements were valid, legal, and binding contracts. The Plaintiff performed all conditions precedent to its right to receive performance of payment under the contracts. The Defendant breached the contracts by withdrawing her children

from school after the school year started on began on August 19, 2019, and failing to pay the agreed pro-rated tuition.

8. As a result of the Defendant's breach of the contracts, the School suffered direct damages in an amount of \$5,084.07, and those damages are within the jurisdictional limits of this court.

9. The elements of a cause of action for breach of contract are (1) there was a valid contract, (2) the plaintiff performed or tendered performance, (3) the defendant breached the contract, (4) the breach caused damages. *Hackberry Creek Country Club, Inc. v. Hackberry Creek Home Owners Ass'n*, 205 S.W.3d 46, 55 (Tex. App. — Dallas 2006, pet. denied). *Hussong v. Schwan's Sales Enters., Inc.*, 896 S.W.2d 320, 326 (Tex. App. — Houston [1st Dist.] 1995, no writ).

10. In the present case, the School and Ms. Wilson had valid and binding Agreements for the Wilson children to attend school for the year 2019 - 2020. The School performed by enrolling the children for that year. Ms. Wilson breached the Agreements by failing to pay the pro-rated tuition as agreed after withdrawing her children, and terminating the Agreements after the start of the school year. The Plaintiff pleaded that all conditions precedent had been performed or had occurred, and the Defendant has not denied specifically that any of those conditions had not been performed or had not occurred. TEX. R. CIV. P. 54. Plaintiff may thus recover the money owed, which totals \$5,084.07, as

calculated per the Agreements. (*see* Exhibit A)

Pre-judgment Interest

11. The School is entitled to pre-judgment interest on the amount due under general equitable principles. *Perry Roofing Co. v. Olcott*, 744 S.W.2d 929, 930-31 (Tex 1988). Pre-judgment interest of five percent (5%) per annum began to accrue on the date this suit was filed. TEX. FIN. CODE §304.104. This suit was filed on November 19, 2019. As of February 6, 2020, the accrued interest is \$55.78 and continues to accrue \$0.71 per diem.

Attorneys' Fees

12. Plaintiff further shows that it made written demand on the Defendant for payment and such demand was made prior to the filing of this Petition and thus Plaintiff is entitled to recover its reasonable attorneys' fees under the contract and under Texas Civil Practice and Remedies Code § 38.001. The affidavit and billing record attached as summary judgment evidence Exhibit C and C-1 establish those reasonable fees, costs, and expenses.

Prayer

WHEREFORE, premises considered, the Plaintiff requests that the Plaintiff have judgment against the Defendant Jessica Brown Wilson for \$5,084.07, plus interest before and after judgment at the legal rate, reasonable and necessary attorneys' fees and cost of litigation, costs of court, and such other and general relief to which the Plaintiff is justly entitled.

Respectfully submitted,

/s/ Robert J. Reagan

Robert J. Reagan
State Bar. No. 16630980
REAGAN McLAIN & HATCH, LLP
White Rock Tower, Suite 300
6510 Abrams Rd.
Dallas, Texas 75231
214.691.6622 214.691.2984 (FAX)
Bob@reaganmclain.com (Email)
Attorneys for Plaintiff

Certificate of Service

The undersigned hereby certifies that on February 6, 2020, a true and correct copy of the Plaintiff's Motion for Summary Judgment, was served electronically through the court's electronic filing system, on the Defendant, to the following person at the following address in this case.

Jessica Brown Wilson
Fisher Broyles, LLP
4514 Cole Ave., Suite 600
Dallas, Texas 75205
jessica.wilson@fisherbroyles.com (Email)

/s/ Robert J. Reagan

Robert J. Reagan

CAUSE NO. DC-19-18503

WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE GOOD
SAMARITAN, INC. DBA WHITE ROCK
MONTESSORI

Plaintiff,

vs.

JESSICA BROWN WILSON

Defendant.

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

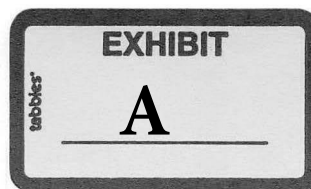
Affidavit of Connie Laufersky

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Connie Laufersky, who is known to me, and upon being sworn to tell the truth, stated that the facts stated herein are within her personal knowledge and are true and correct:

“My name is Connie Laufersky, and I am in all respects competent to make oath and testify. The facts to which I testify in this affidavit are within my personal knowledge and are true and correct. I am the Director of White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori (“White Rock Montessori”) and as such I have knowledge of the account of Jessica Brown Wilson (“Ms. Wilson”) with White Rock Montessori. I have reviewed the business records of White Rock Montessori with respect



to Ms. Wilson and her children and am the custodian or otherwise qualified to speak to them. I am authorized by White Rock Montessori to make this affidavit on its behalf.

“Attached to this affidavit are true and correct copies of Re-Enrollment Contract(s) 2019-2020 between White Rock Montessori and Ms. Wilson dated January 9, 2019 (Exhibits A-1 and A-2), Withdrawal Statements to Ms. Wilson (Exhibits A-3 and A-4), and Statement - Fee Accrual (Exhibit A-5). These documents are business records of White Rock Montessori and are kept by White Rock Montessori in the regular course of business, and it was the regular course of White Rock Montessori’s business activities, with knowledge of the act, event, condition, or opinion, that was recorded, to make this record or to transmit the information to be included in this record. Each record was made at or near the time or reasonably soon after the act, event, condition, or opinion that was recorded. The records attached to this affidavit are the originals or exact duplicates of the originals.

“These records show that on January 9, 2019, White Rock Montessori and Ms. Wilson made a written agreement whereby White Rock Montessori would accept Ms. Wilson’s children as students in the School for the 2019 - 2020 school year. (A-1 and A-2)

“Ms. Wilson withdrew one child on September 2, 2019. The other on September 10, 2019. (Exhibit A-5)

“The School year started on August 19, 2019.

“Ms. Wilson owes a total tuition of \$5,084.07 as computed in Exhibits A-3 and A-4.

“The amount billed to Ms. Wilson for the tuition is half of the annual tuition for each

child less payments made toward their tuition.

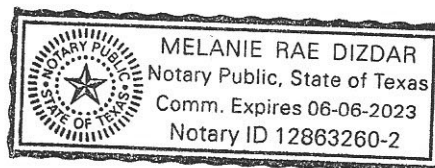
"All payments, and just and legal credits and offsets to this account have been credited, and there remains a total sum due of \$5,084.07. White Rock Montessori has given notice and demand for payment to Ms. Wilson has failed and refused to pay.

"FURTHER AFFIANT SAYETH NOT."

Connie Laufersky
Connie Laufersky

SUBSCRIBED AND SWORN TO BEFORE ME by Connie Laufersky, on February 6, 2020, to certify which witness my hand and seal of office.

Melanie R Dizdar
NOTARY PUBLIC





White Rock Montessori

Re-Enrollment Contract 2019-2020

Student's Information

Student's Name

██████████ Wilson

During the past 12 months, has your child experienced any health problems, social or emotional problems, or significant changes in the family? Please explain.

By court order her father is not permitted contact with her.

Allergies and Medications

Students with diagnosed food allergies and/or anaphylactic responses to any substance are required to have a current Emergency Care Plan on file.

Does your child have any diagnosed food allergies?

No

Has your child been prescribed epinephrine or an EpiPen? If so, for what substance?

No

Is your child currently on any medications? If so, please list medications.

No

Please list any food allergies, first aid medications, or other substances that you want your child to avoid.

Parent/Guardian 1

Relationship to Student

Mother

Name

Jessica Brown Wilson

Email Address

Jessica.brown.wilson@gmail.com

Address



6546 e Lovers Ln
Dallas, Texas 75214
United States

Home Phone

Mobile/Cell Phone

(469) 586-6861

Employer

FisherBroyles LLP

Title at Place of Employment

Partner

Parent/Guardian 2

(if applicable)

Relationship to Student

NA

Name

Email Address

Address

Texas
United States

Home Phone

Mobile/Cell Phone

Employer

Title at Place of Employment

Family Information

| Name | Age | School |
|-------------------|-----|--------|
| ██████████ wilson | 9 | WRM |

Student is living with:

- Mother

If student's parents/guardians are divorced, which parent has legal responsibility for:

School-related decisions

Mother

School bills

Mother

Custody of Student

Mother

Financial Aid

Will you be applying for Financial Aid?

No

[Click here for the Application for Financial Aid.](#) The due date for submission is March 8, 2019. When applying for financial aid, it is essential to follow each step and adhere to all deadlines.

Enrollment Contract

This Contract is made by and between White Rock Montessori Elementary School of the Good Samaritan, Inc. (DBA White Rock Montessori) located at 1601 Oates Drive, Dallas, Texas 75228, and the undersigned parent, guardian, or other responsible parties on behalf of the named student attending for the 2019-2020 school year.

The student is accepted for the school year under the terms, conditions, policies, and procedures of this Contract and the current year's Parent Handbook to which the parent, guardian, or other responsible party agrees and acknowledges receipt.

Tuition and fees are calculated and are due and payable as determined in Sections "D" through "G" below.

Students are accepted only for the entire academic year, or for the remainder of the school year, if enrolled after the opening date. The fact that the School allows tuition to be paid in two or more installments in no way creates a fractional contract or in any way relieves the parent, guardian, or other responsible party of the obligation to pay the entire year's

A. Remedies

The School's ability to operate on a sound fiscal basis depends in part on its prompt collection of tuition and other fees from parents, guardians, or other responsible parties. In addition to other remedies the School may have under this contract or under applicable law, the School may bring a judicial action for any fees not received in full in the School office by the due date. The parent, guardian, or other responsible party agrees to pay all costs for collection incurred by the School, including attorneys' fees and other costs of litigation.

No Contract will be accepted from a parent, guardian, or responsible party whose payments of tuition, before and after school care or other fees are in arrears from a previous school year. The school will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend classes, enroll in extracurricular activities, participate in graduation, or receive a diploma.

B. Termination by the School

The School may terminate this Agreement at any time if the student's classroom teacher and the Director determine, in their sole discretion, that the student is or will be unable to thrive in the School's Montessori environment. A violation or non-compliance with requirements in the Parent Handbook may, without limitation, be considered in making such determination. The student is considered withdrawn after the last day of attendance. The amount of tuition payable to the School will be pro-rated from the start of the school year through the last day of attendance. The School will retain all fees.

C. Termination by the Parent, Guardian, or other Responsible Party

If the parent or guardian terminates this Contract because of unavoidable circumstances, written notice must be provided to the school. The student is considered withdrawn after the last day of attendance.

If this Contract is **terminated prior to April 1, 2019** no tuition is due to the School.

If this Contract is **terminated after April 1, 2019 and before school starts** the tuition due and payable to the school is one-half the contracted amount.

If this Contract is **terminated after school starts** the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus 1/2 of the pro-rated tuition from the last day of attendance through the end of the school year.

Per school policy, WRM retains all fees for student contracts terminated under any circumstances. Additionally, please keep in mind WRM will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend class, enroll in extracurricular activities, participate in graduation, or receive a diploma.

Acknowledgement

The ability to fund our programs, classroom activities, and competitive teacher salaries is based on each family's commitment to the contract you are signing.

- By clicking this box, I commit that I have read the above termination clause and am agreeing to the fulfill this obligation should I need to terminate this contract.

D. Fees

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> |
|-------------------------------------|---------------|---|
| Enrollment Fee - New Students | \$600.00 | With Enrollment Contract |
| Enrollment Fee - Returning Students | \$470.00 | With Re-Enrollment Contract |
| Orientation Week Fee* | \$225.00 | With Re-Enrollment Contract |
| Supply and Field Trip Fee | \$135.00 | With First Tuition Payment |
| Middle School Resource Fee | \$135.00 | With First Tuition Payment |
| Upper Elementary Resource Fee | \$80.00 | With First Tuition Payment |
| B/ASC Registration Fee | \$75.00 | With Enrollment or Re-Enrollment Contract |
| Before School Care Day Rate | \$20.00 | Invoiced Monthly |
| After School Care Day Rate | \$45.00 | Invoiced Monthly |

* Required for all transitioning and new students.

E. Program(s) Contracting For

2019-2020 Grade Applying For

1st Grade (Lower Elementary)

Mandatory Lower Elementary Orientation Week

We may be traveling

Before & After School Care (B/ASC)

Part Time Before & After School Care (B/ASC)(Invoiced monthly via PayPal)

F. Tuition Pricing and Due Dates

The tuition payment amounts listed below will be prorated for all students enrolling mid-year.

Payment Option I: Annual Plan

Payable on June 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Annual Payments</u> | <u>Due June 1, 2019</u> |
|------------------------|-------------------------|
| Middle School | \$16,186.00 |
| Upper Elementary | \$13,083.00 |

| | |
|----------------------------|-------------|
| Lower Elementary | \$12,998.00 |
| Primary Full Day | \$12,998.00 |
| Primary Extended Day | \$12,998.00 |
| Primary Half Day | \$8,141.00 |
| Before School Care | \$1,729.00 |
| After School Care | \$5,324.00 |
| Before & After School Care | \$6,455.00 |

Payment Option II: Semi-Annual Plan

Payable on June 1, 2019 and December 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Semi-annual Payments</u> | <u>Due June 1, 2019</u> | <u>Due Dec 1, 2019</u> | <u>Total</u> |
|------------------------------------|--------------------------------|-------------------------------|---------------------|
| Middle School | \$8,393.00 | \$8,393.00 | \$16,786.00 |
| Upper Elementary | \$6,784.00 | \$6,784.00 | \$13,568.00 |
| Lower Elementary | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Full Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Extended Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Half Day | \$4,221.50 | \$4,221.50 | \$8,443.00 |
| Before School Care | \$897.00 | \$897.00 | \$1,794.00 |
| After School Care | \$2,762.50 | \$2,762.50 | \$5,525.00 |
| Before & After School Care | \$3,349.50 | \$3,349.50 | \$6,699.00 |

Payment Option III: 11 Month Plan

Payable on June 1, 2019 thru April 1, 2020

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Monthly Payments</u> | <u>June 2019 - April 2020</u> | <u>Total</u> |
|--------------------------------|--------------------------------------|---------------------|
| Middle School | \$1,561.45 per month | \$17,176.00 |
| Upper Elementary | \$1,266.55 per month | \$13,932.00 |
| Lower Elementary | \$1,258.82 per month | \$13,847.00 |
| Primary Full Day | \$1,258.82 per month | \$13,847.00 |
| Primary Extended Day | \$1,258.82 per month | \$13,847.00 |
| Primary Half Day | \$790.82 per month | \$8,699.00 |
| Before School Care | \$167.55 per month | \$1,843.00 |
| After School Care | \$516.00 per month | \$5,676.00 |
| Before & After School Care | \$625.55 per month | \$6,881.00 |

G. Payment Option

Payment Option

Monthly Plan

Signature of Parent, Guardian, or other Responsible Party

I understand and agree to all terms, provisions and remedies set forth in this Contract. I understand that by signing this Contract it is my intention that the student will attend school for the entire school year and that I am not aware of any circumstance which may require me to terminate this Contract before the completion of the school year. I warrant that I have the authority to enroll the student into the school program.

White Rock Montessori does not discriminate on the basis of race, color, religion, sex, nationality or ethnic origin in its admissions, availability of programs or administration of policies and services.

I warrant the truthfulness of the information provided in this form.

- I have read and agree to the terms listed above.

Electronic Signature

Jessica Brown Wilson

Re-Enrollment and Other Applicable Fees

Your child's spot for the 2019-2020 school year is not reserved until these fees have been paid.

Credit Card Information

Visa
XXXXXXXXXXXX9300

Order

| Product | Qty | Unit Price | Price |
|--|-----|--------------|-----------------|
| Re-Enrollment Fee for Returning Students | 1 | \$470.00 | \$470.00 |
| | | Total | \$470.00 |



White Rock Montessori

Re-Enrollment Contract 2019-2020

Student's Information

Student's Name

Wilson

During the past 12 months, has your child experienced any health problems, social or emotional problems, or significant changes in the family? Please explain.

By court order her father is not permitted contact with her.

Allergies and Medications

Students with diagnosed food allergies and/or anaphylactic responses to any substance are required to have a current Emergency Care Plan on file.

Does your child have any diagnosed food allergies?

No

Has your child been prescribed epinephrine or an EpiPen? If so, for what substance?

No

Is your child currently on any medications? If so, please list medications.

No

Please list any food allergies, first aid medications, or other substances that you want your child to avoid.

Parent/Guardian 1

Relationship to Student

Mother

Name

Jessica Brown Wilson

Email Address

Jessica.brown.wilson@gmail.com

Address



6546 e Lovers Ln
Dallas, Texas 75214
United States

Home Phone

Mobile/Cell Phone

(469) 586-6861

Employer

FisherBroyles LLP

Title at Place of Employment

Partner

Parent/Guardian 2

(if applicable)

Relationship to Student

NA

Name

Email Address

Address

Texas
United States

Home Phone

Mobile/Cell Phone

Employer

Title at Place of Employment

Family Information

| Name | Age | School |
|--------|-----|--------|
| Wilson | 6 | WRM |

Student is living with:

- Mother

If student's parents/guardians are divorced, which parent has legal responsibility for:

School-related decisions

Mother

School bills

Mother

Custody of Student

Mother

Financial Aid

Will you be applying for Financial Aid?

No

[Click here for the Application for Financial Aid.](#) The due date for submission is March 8, 2019. When applying for financial aid, it is essential to follow each step and adhere to all deadlines.

Enrollment Contract

This Contract is made by and between White Rock Montessori Elementary School of the Good Samaritan, Inc. (DBA White Rock Montessori) located at 1601 Oates Drive, Dallas, Texas 75228, and the undersigned parent, guardian, or other responsible parties on behalf of the named student attending for the 2019-2020 school year.

The student is accepted for the school year under the terms, conditions, policies, and procedures of this Contract and the current year's Parent Handbook to which the parent, guardian, or other responsible party agrees and acknowledges receipt.

Tuition and fees are calculated and are due and payable as determined in Sections "D" through "G" below.

Students are accepted only for the entire academic year, or for the remainder of the school year, if enrolled after the opening date. The fact that the School allows tuition to be paid in two or more installments in no way creates a fractional contract or in any way relieves the parent, guardian, or other responsible party of the obligation to pay the entire year's

A. Remedies

The School's ability to operate on a sound fiscal basis depends in part on its prompt collection of tuition and other fees from parents, guardians, or other responsible parties. In addition to other remedies the School may have under this contract or under applicable law, the School may bring a judicial action for any fees not received in full in the School office by the due date. The parent, guardian, or other responsible party agrees to pay all costs for collection incurred by the School, including attorneys' fees and other costs of litigation.

No Contract will be accepted from a parent, guardian, or responsible party whose payments of tuition, before and after school care or other fees are in arrears from a previous school year. The school will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend classes, enroll in extracurricular activities, participate in graduation, or receive a diploma.

B. Termination by the School

The School may terminate this Agreement at any time if the student's classroom teacher and the Director determine, in their sole discretion, that the student is or will be unable to thrive in the School's Montessori environment. A violation or non-compliance with requirements in the Parent Handbook may, without limitation, be considered in making such determination. The student is considered withdrawn after the last day of attendance. The amount of tuition payable to the School will be pro-rated from the start of the school year through the last day of attendance. The School will retain all fees.

C. Termination by the Parent, Guardian, or other Responsible Party

If the parent or guardian terminates this Contract because of unavoidable circumstances, written notice must be provided to the school. The student is considered withdrawn after the last day of attendance.

If this Contract is **terminated prior to April 1, 2019** no tuition is due to the School.

If this Contract is **terminated after April 1, 2019 and before school starts** the tuition due and payable to the school is one-half the contracted amount.

If this Contract is **terminated after school starts** the tuition due and payable to the School is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus 1/2 of the pro-rated tuition from the last day of attendance through the end of the school year.

Per school policy, WRM retains all fees for student contracts terminated under any circumstances. Additionally, please keep in mind WRM will release a student's transcripts and records only when the student's account is paid in full. All tuition and other fees must be kept current during the school year for the student to attend class, enroll in extracurricular activities, participate in graduation, or receive a diploma.

Acknowledgement

The ability to fund our programs, classroom activities, and competitive teacher salaries is based on each family's commitment to the contract you are signing.

- By clicking this box, I commit that I have read the above termination clause and am agreeing to the fulfillment of this obligation should I need to terminate this contract.

D. Fees

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> |
|-------------------------------------|---------------|---|
| Enrollment Fee - New Students | \$600.00 | With Enrollment Contract |
| Enrollment Fee - Returning Students | \$470.00 | With Re-Enrollment Contract |
| Orientation Week Fee* | \$225.00 | With Re-Enrollment Contract |
| Supply and Field Trip Fee | \$135.00 | With First Tuition Payment |
| Middle School Resource Fee | \$135.00 | With First Tuition Payment |
| Upper Elementary Resource Fee | \$80.00 | With First Tuition Payment |
| B/ASC Registration Fee | \$75.00 | With Enrollment or Re-Enrollment Contract |
| Before School Care Day Rate | \$20.00 | Invoiced Monthly |
| After School Care Day Rate | \$45.00 | Invoiced Monthly |

* Required for all transitioning and new students.

E. Program(s) Contracting For

2019-2020 Grade Applying For

4th Grade (Upper Elementary)

Mandatory Upper Elementary Orientation Week

We may be traveling then

Before & After School Care (B/ASC)

Part Time Before & After School Care (B/ASC)(Invoiced monthly via PayPal)

F. Tuition Pricing and Due Dates

The tuition payment amounts listed below will be prorated for all students enrolling mid-year.

Payment Option I: Annual Plan

Payable on June 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Annual Payments</u> | <u>Due June 1, 2019</u> |
|------------------------|-------------------------|
| Middle School | \$16,186.00 |
| Upper Elementary | \$13,083.00 |

| | |
|----------------------------|-------------|
| Lower Elementary | \$12,998.00 |
| Primary Full Day | \$12,998.00 |
| Primary Extended Day | \$12,998.00 |
| Primary Half Day | \$8,141.00 |
| Before School Care | \$1,729.00 |
| After School Care | \$5,324.00 |
| Before & After School Care | \$6,455.00 |

Payment Option II: Semi-Annual Plan

Payable on June 1, 2019 and December 1, 2019

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Semi-annual Payments</u> | <u>Due June 1, 2019</u> | <u>Due Dec 1, 2019</u> | <u>Total</u> |
|------------------------------------|--------------------------------|-------------------------------|---------------------|
| Middle School | \$8,393.00 | \$8,393.00 | \$16,786.00 |
| Upper Elementary | \$6,784.00 | \$6,784.00 | \$13,568.00 |
| Lower Elementary | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Full Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Extended Day | \$6,741.50 | \$6,741.50 | \$13,483.00 |
| Primary Half Day | \$4,221.50 | \$4,221.50 | \$8,443.00 |
| Before School Care | \$897.00 | \$897.00 | \$1,794.00 |
| After School Care | \$2,762.50 | \$2,762.50 | \$5,525.00 |
| Before & After School Care | \$3,349.50 | \$3,349.50 | \$6,699.00 |

Payment Option III: 11 Month Plan

Payable on June 1, 2019 thru April 1, 2020

MyProcure Tuition Express autopay options are automatic draft from a checking account, savings account, or credit card charges. There is a 2.65% fee for credit card charges.

| <u>Monthly Payments</u> | <u>June 2019 - April 2020</u> | <u>Total</u> |
|--------------------------------|--------------------------------------|---------------------|
| Middle School | \$1,561.45 per month | \$17,176.00 |
| Upper Elementary | \$1,266.55 per month | \$13,932.00 |
| Lower Elementary | \$1,258.82 per month | \$13,847.00 |
| Primary Full Day | \$1,258.82 per month | \$13,847.00 |
| Primary Extended Day | \$1,258.82 per month | \$13,847.00 |
| Primary Half Day | \$790.82 per month | \$8,699.00 |
| Before School Care | \$167.55 per month | \$1,843.00 |
| After School Care | \$516.00 per month | \$5,676.00 |
| Before & After School Care | \$625.55 per month | \$6,881.00 |

G. Payment Option

Payment Option

Monthly Plan

Signature of Parent, Guardian, or other Responsible Party

I understand and agree to all terms, provisions and remedies set forth in this Contract. I understand that by signing this Contract it is my intention that the student will attend school for the entire school year and that I am not aware of any circumstance which may require me to terminate this Contract before the completion of the school year. I warrant that I have the authority to enroll the student into the school program.

White Rock Montessori does not discriminate on the basis of race, color, religion, sex, nationality or ethnic origin in its admissions, availability of programs or administration of policies and services.

I warrant the truthfulness of the information provided in this form.

- I have read and agree to the terms listed above.

Electronic Signature

Jessica Brown Wilson

Re-Enrollment and Other Applicable Fees

Your child's spot for the 2019-2020 school year is not reserved until these fees have been paid.

Credit Card Information

Visa
XXXXXXXXXXXX9300

Order

| Product | Qty | Unit Price | Price |
|--|-----|------------|-----------------|
| Re-Enrollment Fee for Returning Students | 1 | \$470.00 | \$470.00 |
| Total | | | \$470.00 |

Hi Jessica,

We are saddened to hear that [REDACTED] won't be continuing with us this school year but wish her the absolute best.

Per your signed Re-Enrollment Contract (page 4, section C), the tuition due and payable to the school for withdrawals after April 1st is one half of the contracted tuition amount. Please see below, your signed Re-Enrollment Contract (attached), and Withdrawal Statement (attached) for more detail.

[REDACTED] Wilson Tuition Only

Contracted Amount = \$13,932.00

½ of Contracted Amount = \$6,966.00

Amount Paid as of 9/2/2019 = \$3,799.65

Remaining Amount Due = \$6,966.00 - \$3,799.65 = \$3,166.35

You can request that this amount be deducted from the same account as your tuition autopay (checking account ending in *2904), send a check/money order to the school (1601 Oates Drive, Dallas, TX 75228), or log in to www.MyProcare.com to pay with a debit or credit card online.

Thank you!

Warmly,
Melanie

Attached:

Re-Enrollment Contract for 2019-2020

Withdrawal Statement for 2019-2020



Hi Jessica,

We are saddened to hear that [REDACTED] won't be continuing with us this school year but wish her and your family the absolute best.

Per your signed Re-Enrollment Contract (page 4, section C), the tuition due and payable to the school for withdrawals after April 1st is one half of the contracted tuition amount. Please see below, your signed Re-Enrollment Contract (attached), and Withdrawal Statement (attached) for more detail.

[REDACTED] Wilson Tuition Only

Contracted Amount = \$13,908.00

½ of Contracted Amount = \$6,954.00

Amount Paid as of 9/10/2019 = \$5,035.28

Remaining Amount Due for [REDACTED] = \$6,954.00 - \$5,035.28 = \$1,917.72

You can request that this amount be deducted from the same account as your tuition autopay (checking account ending in *2904), send a check/money order to the school (1601 Oates Drive, Dallas, TX 75228), or log in to www.MyProcure.com to pay with a debit or credit card online.

How would you like to pay this tuition balance?

Thank you!

Warmly,
Melanie



1601 Oates Drive
Dallas, TX 75228



214-324-5580

office@whiterockmontessori.org

TaxID: 75-149-1337

Jessica Wilson
6546 E Lovers Lane
Dallas, TX 75214

| WILSON | |
|--------|-----------|
| From: | 5/9/2019 |
| To: | 9/15/2019 |
| Page 1 | |

Wilson, [REDACTED] UE
Wilson, [REDACTED] LE2

Beginning Statement Balance: 0.00

| User | Post Date | Description | Comment | Charge | Credit | Balance |
|-------|-----------|--------------------------------|----------------------------------|-----------|----------|----------|
| MDiz | 5/9/2019 | Supply and Field Trip Fee | [REDACTED]: Due June 1, 2019 | 135.00 | | 135.00 |
| MDiz | 5/9/2019 | Upper Elementary Resource Fee | [REDACTED]: Due June 1, 2019 | 80.00 | | 215.00 |
| MDiz | 5/9/2019 | Supply and Field Trip Fee | [REDACTED]: Due June 1, 2019 | 135.00 | | 350.00 |
| MDiz | 5/10/2019 | Tuition - Upper Elem (Monthly) | [REDACTED]: Due June 1, 2019 | 1,266.55 | | 1,616.55 |
| MDiz | 5/10/2019 | Tuition - Lower Elem (Monthly) | [REDACTED]: Due June 1, 2019 | 1,258.82 | | 2,875.37 |
| Admn | 6/3/2019 | Pmt Tuition Express: ACH Batch | TE 005858437 | | 2,500.00 | 375.37 |
| Admn | 6/4/2019 | Pmt Tuition Express: ACH Batch | TE 196172130 | | 375.37 | 0.00 |
| Admn | 6/24/2019 | Tuition - Upper Elem (Monthly) | [REDACTED]: Due July 1, 2019 | 1,266.55 | | 1,266.55 |
| Admn | 6/24/2019 | Tuition - Lower Elem (Monthly) | [REDACTED]: Due July 1, 2019 | 1,258.82 | | 2,525.37 |
| Admn | 7/1/2019 | Pmt Tuition Express: ACH Batch | TE 736907628 | | 2,500.00 | 25.37 |
| Admn | 7/2/2019 | Pmt Tuition Express: ACH Batch | TE 051343365 | | 25.37 | 0.00 |
| MDiz | 7/11/2019 | Tuition - Upper Elem (Monthly) | [REDACTED]: Due August 1, 2019 | 1,266.55 | | 1,266.55 |
| MDiz | 7/11/2019 | Tuition - Lower Elem (Monthly) | [REDACTED]: Due August 1, 2019 | 1,258.82 | | 2,525.37 |
| MDiz | 8/1/2019 | Pmt Tuition Express: ACH Batch | TE 057614156 | | 2,500.00 | 25.37 |
| MDiz | 8/1/2019 | Pmt Tuition Express: ACH Batch | TE 049208826 | | 25.37 | 0.00 |
| MDiz | 8/9/2019 | Tuition - Lower Elem (Monthly) | [REDACTED] Due September 1, 2019 | 1,258.82 | | 1,258.82 |
| MDiz | 9/2/2019 | Withdrawal (Charge) | [REDACTED]: Withdrawn 8/30/2019 | 3,166.35 | | 4,425.17 |
| MDiz | 9/3/2019 | Pmt Tuition Express: ACH Batch | TE 586047624 | | 1,258.82 | 3,166.35 |
| MDiz | 9/10/2019 | Withdrawal (Charge) | [REDACTED] Withdrawn 9/9/2019 | 1,917.72 | | 5,084.07 |
| Total | | | | 14,269.00 | 9,184.93 | 5,084.07 |



REAGAN MCLAIN & HATCH, LLP

A Partnership Including Professional Corporations
Attorneys and Counselors at Law

White Rock Tower, Suite 300
6510 Abrams Rd.
Dallas, Texas 75231

Robert J. Reagan, P.C.

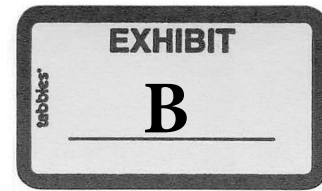
Telephone: 214.691.6622
Fax: 214.691.2984

e-mail: bob@reaganmclain.com
www.reaganmclain.com

September 30, 2019

*Via Certified Mail No. 7009 2820 0001 1999 9417
Return Receipt Requested, with
USPS Tracking No. 9590 9402 4829 9032 1926 70
and U. S. First Class Mail*

Ms. Jessica Brown Wilson
6540 E. Lovers Lane
Dallas, Texas 75214



Re: 2019 - 2020 Re-Enrollment Contracts for Gisele and Sage
Wilson in White Rock Montessori School (the School); and
Your letter to multiple addressees dated September 18, 2018

Dear Ms. Wilson:

The undersigned attorney and this firm represent White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori (White Rock Montessori) with respect to its Re-Enrollment Agreements 2019-2020 (Agreements).

I call your attention to the terms of each Agreement which, in relevant part states:

If this Agreement is terminated after school starts the tuition due and payable to the School [White Rock Montessori] is the sum of the pro-rated tuition from the start of the school year through the last day of attendance plus $\frac{1}{2}$ of the pro-rated tuition from the last day of attendance through the end of the school year.

As of this writing, you owe remaining tuition of \$1,917.72 for Sage, and \$3,166.35 for Gisele for a total of \$5,484.07. All just and lawful credits and offsets to your debt under the Agreements have been applied and that amount is now due.

Ms. Jessica Brown Wilson
September 30, 2019
Page 2

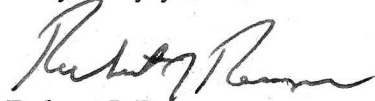
The School previously provided you detailed Withdrawal Statements and requested payment. You have not disputed the amount calculated.

White Rock Montessori now demands that you remit the sum of \$5,484.07 to it immediately. Those funds may be delivered to the undersigned at the address shown on this letter or to White Rock Montessori at 1601 Oates Drive, Dallas, Texas 75228, attention Connie Laufersky.

If payment is not received within thirty days from the date of this letter, White Rock Montessori intends to take such judicial action to enforce its rights under the Agreements as may be necessary. Such action will seek interest at the legal rate under the Texas Finance Code, as well as recovery of its attorneys' fees per Texas Civil Practice & Remedies Code, Chapter 38.

Please give this matter your most urgent attention.

Very truly yours,



Robert J. Reagan

\pb

cc: White Rock Montessori School

CAUSE NO. DC-19-18503

WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE GOOD
SAMARITAN, INC. DBA WHITE ROCK
MONTESSORI

Plaintiff,

vs.

JESSICA BROWN WILSON

Defendant.

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**Affidavit of Robert J. Reagan
in Support of Attorneys' Fees**

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared , known to me Robert J. Reagan, and who, upon being sworn to tell the truth, stated that the facts stated herein are within his personal knowledge and are true and correct:

"My name is Robert J. Reagan, I am a resident of Dallas County, Texas. I am over the age of eighteen years and otherwise competent to make this affidavit.

"I am an attorney at law licensed to practice by the Supreme Court of Texas. I have been so licensed for twenty-nine years, and have spent a substantial amount of my time in practice in civil litigation matters. I am familiar with the reasonable charges for attorneys' fees in the state and federal courts throughout the State of Texas.

"I and my firm have represented White Rock Montessori Elementary School of the Good Samaritan, Inc. dba White Rock Montessori ("White Rock Montessori"), in recovery

Affidavit of Robert J. Reagan



Page 1

of debts and other civil litigation. I and my firm have been engaged to represent White Rock Montessori in the above styled and numbered lawsuit.

"Attached hereto is a history bill pertaining to the work I, other attorneys, and paralegals employed by me and my firm, performed for White Rock Montessori in this litigation, and are incorporated by reference in this affidavit for all purposes. These records are kept by me in the regular course of business, and made by a person with knowledge of the act, event, condition, opinion, or diagnosis, recorded, to make the record or to transmit information thereof to be included in such record; it is the business of my firm to make and keep the records; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the originals or exact duplicate of the original.

"The attached history bill shows activities in detail for which I, my associate attorney, and my paralegal billed time. Up to the date of this affidavit I, have spent seven and one-half (7.9) hours in this case. My paralegal has spent four and nine-tenths (5.9) hours in this case. My firm bills, and the client has agreed to pay for my time, rates of up to \$300.00 per hour and paralegal rate of \$100.00 per hour for the legal work performed in this case. The rates stated herein are reasonable. The services stated herein were necessary to effectively represent the client in this matter. Therefore, the amount of the fees shown on the attached bill of \$2,960.00 is a reasonable and necessary attorneys' fee for the work done up to the time the summary judgment is filed.

"I anticipate the reasonable time necessary to prepare for and attend a summary judgment hearing, the time needed for follow-up legal work if a judgment is rendered will be another four (4) hours of my time and two (2) of paralegal time. This totals \$1,400.00.

"The other litigation related expenses, including the court costs involved in this litigation total \$409.50 and are stated on the attached bill.

"If judgment is granted and the Defendant appeals, a reasonable fee for defending the appeal in the court of appeals, is \$1,500.00.

"If a petition for review to the supreme court is filed, an additional \$1,500.00 is a reasonable attorneys' fee for responding to same. If full briefing is ordered by the supreme court, \$2,000.00 is reasonable attorneys' fee for preparing and filing a response brief and further defense of the judgment there.

"I say nothing further."



Robert J. Reagan

SWORN and SUBSCRIBED before me by Robert J. Reagan on February 6, 2020.


Notary Public



Reagan McLain & Hatch, LLP
 White Rock Tower, Suite 300
 6510 Abrams Rd.
 Dallas, Texas 75231

History Bill

Date: 2/06/2020

| Date | Staff | T/E | Description | Dur/Qty | Amount |
|----------------------|-------|-----|--|---------|----------|
| Connie Laufersky | | | Client No. | | |
| Jessica Brown Wilson | | | Matter No. WRM.019 | | |
| 9/23/2019 | RJR | T | Review materials and make analysis. Telephone conference with Connie Laufersky regarding same and how to proceed. | 1.9 | \$570.00 |
| 9/24/2019 | RJR | T | Prepare and send electronic correspondence to Connie Laufersky requesting payment records. | 0.2 | \$60.00 |
| 9/30/2019 | MGH | T | Prepare and send electronic correspondence to Ms. Laufersky sending copy of demand letter. Update calendar for expiration of demand. | 0.2 | \$20.00 |
| 9/30/2019 | RJR | T | Receive, review, and respond to Connie Laufersky electronic correspondence regarding the board going forward with collection of tuition due for early termination and how to proceed. Prepare demand letter. | 1 | \$300.00 |
| 11/13/2019 | MGH | T | Prepare first initial draft form of plaintiff's original petition. | 1 | \$100.00 |
| 11/18/2019 | RJR | T | Review and edit plaintiff's original petition. | 1 | \$300.00 |
| 11/19/2019 | MGH | T | Make edits and finalize plaintiff's original petition. File with the Dallas County District Clerk using the court's electronic filing system. | 0.4 | \$40.00 |
| 1/02/2020 | MGH | T | Prepare first initial draft forms of Response to Defendant's Requests for Disclosure, Plaintiff's Request for Disclosure, and Plaintiff's Request for Production. | 1.2 | \$120.00 |
| 1/03/2020 | RJR | T | Review defendant's answer; prepare discovery responses and requests. Instruct paralegal to finalize and serve on defendant. | 1.2 | \$360.00 |
| 1/03/2020 | MGH | T | Prepare and send electronic correspondence to Jessica Brown Wilson serving Requests for Disclosure response as well as Plaintiff's Requests for Disclosure and Plaintiff's First Requests for Production and First Set of Interrogatories. | 0.2 | \$20.00 |
| 1/03/2020 | MGH | T | Prepare and send electronic correspondence to Ms. Laufersky sending copy of Defendant's Answer and email sent to Ms. Wilson serving discovery response and requests.. | 0.2 | \$20.00 |
| 1/08/2020 | MGH | T | Prepare first initial draft form of Motion for Summary Judgment and affidavit in support of Motion for Summary Judgment. | 1 | \$100.00 |
| 1/09/2020 | RJR | T | Prepare and send electronic correspondence to Connie Laufersky requesting actually school year start date. | 0.2 | \$60.00 |
| 1/09/2020 | RJR | T | Revise and edit Motion for Summary Judgment, client's affidavit, and fee affidavit. | 1.5 | \$450.00 |
| 1/10/2020 | MGH | T | Prepare and send electronic correspondence to Ms. Laufersky sending form of affidavit for review and approval. | 0.2 | \$20.00 |
| 1/10/2020 | MGH | T | Make revisions to Motion for Summary Judgment and supporting affidavits. | 0.7 | \$70.00 |
| 1/10/2020 | RJR | T | Make final review of edits and approve same. Instruct paralegal to forward affidavit to client for signature and approval then assemble motion and exhibits and file with the court. | 0.5 | \$150.00 |

Reagan McLain & Hatch, LLP
 White Rock Tower, Suite 300
 6510 Abrams Rd.
 Dallas, Texas 75231

History Bill

Date: 2/06/2020

| Date | Staff | T/E | Description | Dur/Qty | Amount |
|--------------------------------|--------------|------------|---|---------------------|--------------------------|
| 1/16/2020 | MGH | T | Prepare draft form of Scheduling Order. | 0.5 | \$50.00 |
| 1/16/2020 | RJR | T | Prepare and send electronic correspondence to Jessica Brown Wilson sending draft form of scheduling order. | 0.2 | \$60.00 |
| 1/22/2020 | RJR | T | Prepare and send electronic correspondence to Ms. Wilson to follow-up White Rock Montessori vs. Wilson DC-19-18503-B proposed scheduling order. | 0.2 | \$60.00 |
| 1/29/2020 | MGH | T | Review conformed Scheduling Order and update TimeMatters. | 0.3 | \$30.00 |
| Subtotal | | | | 13.80 | \$2,960.00 |
| 9/30/2019 | CE | E | Postage Expense, certified demand letters. | 0 | \$0.00 |
| 11/20/2019 | CE | E | Filing, Issuance of Citation, and Service Fees | 1 | \$409.50 |
| Subtotal | | | | 1.00 | \$409.50 |
| Total | | | | 14.80 | \$3,369.50 |
| Total Time and Expenses | | | | <u>14.80</u> | <u>\$3,369.50</u> |

CAUSE NO. DC-19-18503

WHITE ROCK MONTESSORI
ELEMENTARY SCHOOL OF THE GOOD
SAMARITAN, INC. DBA WHITE ROCK
MONTESSORI

Plaintiff,

vs.

JESSICA BROWN WILSON

Defendant.

IN THE DISTRICT COURT

44th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

Notice of Hearing on Plaintiff's Motion for Summary Judgment

A hearing on the Plaintiff's Motion for Summary Judgment is set before this court at its courtroom at the 44th Judicial District, located at the George L. Allen Sr., Courts Building, 5th Floor, 600 Commerce Street, Dallas, Texas 75202-4634, on **Thursday, March 12, 2020 at 9:30 a.m.**

Respectfully submitted,

/s/ Robert J. Reagan

Robert J. Reagan

State Bar. No. 16630980

REAGAN McLAIN & HATCH, LLP

White Rock Tower, Suite 300

6510 Abrams Rd.

Dallas, Texas 75231

214.691.6622 214.691.2984 (FAX)

Bob@reaganmclain.com (Email)

Attorneys for Plaintiff

Certificate of Service

The undersigned hereby certifies that on February 10, 2020, a true and correct copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment, was served electronically through the court's electronic filing system, on the Defendant, to the following person at the following address in this case.

Jessica Brown Wilson
Fisher Broyles, LLP
4514 Cole Ave., Suite 600
Dallas, Texas 75205
jessica.wilson@fisherbroyles.com (Email)

/s/ Robert J. Reagan
Robert J. Reagan

CAUSE NO. DC-19-18503

| | | |
|---|---|---------------------------------|
| WHITE ROCK MONTESSORI | § | IN THE DISTRICT COURT |
| ELEMENTARY SCHOOL OF THE | § | |
| GOOD SAMARITAN, INC. D/B/A WHITE | § | |
| ROCK MONTESSORI, | § | |
| | § | |
| Plaintiff, | § | B-44TH JUDICIAL DISTRICT |
| | § | |
| v. | § | |
| | § | |
| JESSICA BROWN WILSON, as Next | § | |
| Friend to G.E.W. and DOES 1 – 100, | § | |
| | § | |
| Defendant and Counter-Plaintiffs. | § | DALLAS COUNTY, TEXAS |

CLASS ACTION COUNTERCLAIM AGAINST WHITE ROCK MONTESSORI

COMES NOW Counter-Plaintiff Jessica Brown Wilson (“Wilson”), as next friend to minor G.E.W., a former girl student, and brings these claims on behalf of themselves and all other similarly situated persons (“Class Members” or “Girl Students”) (Wilson and Class Members together are the “Class” or “Counter-Plaintiffs”) and hereby allege upon personal knowledge and belief as to their own acts, and upon information and belief as to all other matters, as to which allegations Counter-Plaintiffs believe substantial evidentiary support exists or will exist after a reasonable opportunity for further investigation and discovery of evidence against Counter-Defendant White Rock Montessori Elementary School of the Good Samaritan, Inc. d/b/a White Rock Montessori, as follows:

NATURE OF THE ACTION

This counterclaim concerns the illegal discrimination and harassment on the basis of gender that was endured by G.E.W. and the class of Counter-Plaintiffs who are similarly situated girl students (“Girl Students”).

STATEMENT OF THE CASE

1. Counter-Plaintiffs bring this civil action against White Rock Montessori for remedies authorized by two federal statutes, Title IX of the Educational Amendments of 1972 (“Title IX”) and the Civil Rights Act of 1871, codified at 42 U.S.C. §1983 (“Sec. 1983”) for actual, consequential and exemplary damages.

JURISDICTION AND VENUE

2. Jurisdiction is proper in this Court pursuant to 28 U.S.C. 1331, in that this is a civil action arising under Title IX and Sec. 1983, involving federal constitutional issues, and thus, federal questions are raised.

3. Venue is proper in the Dallas Division of the Northern District of Texas pursuant to 18 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to this claim occurred in the Northern District of Texas. Venue is also proper under 18 U.S.C. §1391(b)(2) because the Counter-Plaintiffs are located in this Division. Wilson has answered this cause without challenging venue.

PARTIES

4. Counter-Plaintiffs are individual residents of Dallas County, Texas.

5. White Rock Montessori is a Texas school located within the borders of Dallas County. White Rock Montessori has been served with this Counterclaim.

STANDING

6. Wilson has standing as next friend to her minor daughter G.E.W. and all White Rock Montessori Girl Students. Girl Students were injured by the actions and inaction of White Rock Montessori. Girl Students continue to be injured by White Rock Montessori. White Rock Montessori discriminated against Girl Students in violation of Title IX and Sec. 1983 by treating them differently in the administration of educational opportunities, by deliberate indifference to

repetitive, pervasive and offensive harassment and discrimination from certain teachers, implementation and enforcement of discriminatory dress policy, body shaming, and by retaliating against Girl Students and their parents after they raised complaints about this pattern of harassment and discrimination. As a result, Girl Students have suffered severe mental and emotional distress, as well as a loss of educational opportunities to which they were entitled. G.E.W. was forced to leave White Rock Montessori because she and her mother voiced ongoing concerns with discrimination and harassment of Girl Students.

SUMMARY OF FACTS

7. Due to the serious nature of these issues that were focused on the daughters of Jessica Brown Wilson and Girl Students, and the continued trauma and damage to G.E.W., Wilson was left no choice but to withdraw them from White Rock Montessori on August 30, 2019 (G.E.W.) and September 9, 2019 (S.H.W.).

8. White Rock Montessori fostered and condoned harmful, traumatic environment, where Girl Students were crying, scared to attend school, and highly self-conscious of their female bodies.

9. G.E.W. spent three years in LE2, and S.H.W. spent three years in PS1. As of August 19, 2019—the first day of school—there were constant, serious issues at the School that stemmed from the discriminating dress code and its enforcement.

10. The face of the dress code is gender biased and clearly discriminatory against Girl Students. The ongoing behavior of aggressive enforcement and shaming of Girl Students' bodies is and was unlawful. The gender-biased dress rules became the forefront of the discussions in the classroom, above education or learning, and shaming Girl Students publicly, in front of their peers, and disciplining them for alleged infractions constitutes egregious and illegal discrimination and

harassment. Indeed, this behavior around the dress code was far astray from the School's mission and Maria Montessori's philosophy.

What the Dress Code Says:

The school should be viewed as the students' workplace. Their attire should reflect respect for themselves and others in their work environment as indicated by the guidelines below:

1. Dress, make-up, hair style, and/or accessories that are not distracting or offensive;
2. shoes that are functional and appropriate for all school-related activities, including PE;
3. shorts to mid-thigh (at minimum);
4. skirts and dresses to just above the knee or mid-thigh with leggings/shorts underneath;
5. pants, including leggings, that are opaque;
6. other styles of leggings with a shirt or skirt covering to mid-thigh; and
7. no visible undergarments or midriffs.

The dress guidelines are all aimed and focused on Girl Students' clothing and appearance. School Director Ms. Laufersky admitted that the dress code is facially gender-biased in a meeting with parents on or about August 22, 2019. Laufersky also admitted the dress policy was facially gender-biased to Wilson, but reasoned discrimination was not her intent. Intent does not matter under the law, particularly when there is evidence of discrimination.

11. The face of the dress policy is just the beginning. Compounding that is the abusive way this policy was administered and enforced by White Rock Montessori faculty and staff harassing, discriminating against, and body-shaming Girl Students. Not once was a boy ever reprimanded for a dress code violation. The policy was written in a way that boys' clothing is automatically compliant. So not only was the enforcement and communication abusive in itself,

it reinforced a community where only Girl Students had to be concerned with following the rules and having their bodies policed.

12. White Rock Montessori knew of the discrimination and harassment and took no action to remedy it. Wilson sent emails to Laufersky on August 21st, August 29th, and August 30th. Wilson and other parents of Girl Students attended the impromptu meeting with Ms. Laufersky after the Upper Elementary Open House meeting on August 22, 2019, and Wilson attended a meeting of other concerned parents on August 26, 2019.

13. Despite Wilson's clear action and requests from parents of Girl Students that the School do something about this, nothing was done.

14. There was no immediate action to change the dress code. White Rock Montessori refused to take any action to remedy the blatant discrimination and harassment. There was no immediate action to stop the teachers from abusively enforcing the policy or causing trauma to Girl Students. Instead, it was all handled in a very hush-hush manner, it appears in hopes that other parents wouldn't get wind of that was happening. Then, when parents continued to complain, they were threatened.

15. In one communication to the School, Wilson explained:

As background, I share that both G.E.W. and S.H.W. dance. G.E.W. aspires to be a professional ballet dancer, and she is on that path. She trains on average 15+ hours a week. When finding a ballet school, I took great pain to ensure that she was at a school that would not breed any unhealthy body issues, disorders, or complexes. And thankfully, we have found that in our ballet school. G.E.W. stands in front of a mirror and is instructed (and critiqued) in a leotard and tights, alongside peers, five days a week. And never has she ever been made to feel uncomfortable or self-conscious about her body.

The first time she was ever made to feel uncomfortable or self-conscious about her body was on August 19, 2019, in the UE classroom at White Rock Montessori, when the authoritarian dictate of the dress code was handed down. Now, every day, before school we spend 15-20 minutes, often with tears, of her worried and stressed and anxious about what she

is wearing, what she looks like, and if she is going to get in trouble. This morning, G.E.W. wanted to wear a matching dress with her sister, once that she picked out and gifted to S.H.W. for her birthday two days ago. The dress G.E.W. put on was absolutely appropriate for school. It is a knit dress with a high/low hem. It is a jumper with shorts underneath, and a skirt that is above the knee in front, and long, ankle length in the back. She asked me to pin the front. I pinned it. She asked me to put 3 more pins, and I did. Then, I looked up at her, and she had tears in her eyes, and said, "I'm just going to change and wear something else."

This. This pain, and hurt, and trauma, and shame. This I cannot tolerate this in my nine year old. And it did not exist before the mandate and enforcement of the White Rock Montessori dress code this year.

In the real world the enforcement of this dress code has caused pain, loss of self-esteem, body issues, and is creating an internalization of gender bias where my daughter's body and what she is wearing is more important than what she is learning. We now no longer practice violin in the morning before school because 15-20 minutes is sucked up by dealing with the "dress code" and body shaming related image issues that it has caused.

I am not alone in my experience. Every mother of a girl in Lower and Upper Elementary is dealing with this at home with our daughters, every single day. So, it's not just an issue of revising the policy that has obvious gender bias written into it.

16. White Rock Montessori left no choice but for G.E.W. to be withdrawn from the School. Nothing was done to immediately address the ongoing, serious gender discrimination, and with the School taking no action to stop trauma to Girl Students, G.E.W. was left no choice but to take action to stop the damages, as White Rock Montessori did nothing to stop it.

CLASS ALLEGATIONS

17. Counter-Plaintiff Wilson, as next friend to G.E.W. and Does 1 – 100, brings this lawsuit individually, and relative to Counts I, II, and III as representative on behalf of a class pursuant to Federal Rule of Civil Procedure 23(b)(2).

18. At this time, the proposed Class is:

All female White Rock Montessori students and/or former students, including prospective and future students, subjected to gender

discrimination, harassment, and resulting trauma and loss of educational opportunities.

19. Counter-Plaintiff reserves the right to amend the Class definition if discovery and further investigation reveal that the Class should be expanded or otherwise modified.

20. The Class Members are readily identifiable from information and records in White Rock Montessori's possession, custody, or control, and thus there is no question as to ascertainability under the current Class definition.

21. This action satisfies the requirements of Rule 23(b)(2) because White Rock Montessori has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

22. Specifically, White Rock Montessori has discriminated against and harassed each member of the Class on the basis of their gender (female), enforcing a discriminatory dress code, body-shaming, and loss of educational opportunities. As a result, the Class Members each (and as a whole) seek declaratory relief stating that White Rock Montessori's dress policy and enforcement of the policy was unconstitutional and corollary injunctive relief in the form of requiring White Rock Montessori to discontinue enforcement of the discriminatory dress policy; amendment of the dress policy; and gender discrimination, harassment, bias and sensitivity training for all teachers and staff.

23. This action also satisfies the numerosity, commonality, adequacy, and typicality requirements of Rule 23(a).

A. Numerosity.

24. Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, on information and belief, the number is great enough such that joinder is impracticable, and is estimated to exceed fifty (50) people.

25. As an indicator of the number of people in the putative class, Counter-Plaintiff's counsel has reviewed the most recent copy of White Rock Montessori's student roster.

26. As such, while White Rock Montessori is uniquely in possession of the information that can quantify the putative Class size with precision, Girl Students have a good faith basis to believe such Class is well within the size often cited by courts for establishing numerosity.

27. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court.

B. Commonality.

28. There are fundamental questions of law and fact common to Counter-Plaintiff and the Class Members.

29. Counter-Plaintiff and the Class Members were each subjected to severe and pervasive gender harassment and discrimination, in the guise of enforcing the facially discriminating dress policy.

30. The factual basis for White Rock Montessori's improper conduct—discriminating actions related to enforcement of the dress policy—derives from White Rock Montessori's policies, procedures, training and/or standard practices, and is common to all Class Members.

31. Those policies, procedures and practices all emanate from a common history, set of documents, series of School decisions and involve the exact same witnesses.

32. Likewise, the legal basis for Counts I, II, and III of the counterclaim is the same for all Class Members – the 14th Amendment of the United States Constitution and Section 1983. All burdens of proof, motions and defenses grounded in the constitutional law provisions will be exactly the same for all Class Members.

33. White Rock Montessori's improper conduct caused a common injury to Counter-Plaintiff and the Class Members: unequal treatment of Girl Students on the basis of their gender.

This discrimination and harassment of Girl Students as it relates to their bodies and their clothing violated Counter-Plaintiff and the Class Members' constitutionally protected property and liberty interests in a common manner.

34. If the Court finds that White Rock Montessori did commit the constitutional violations here alleged, Counter-Plaintiff and the Class Members would be entitled to the same declaratory and/or injunctive relief, i.e., ordering the discriminatory dress policy and discriminatory enforcement of the dress policy and denial of educational opportunities to Girl Students be eliminated. Likewise, if it is determined that White Rock Montessori has fully afforded Class Members their constitutional rights, White Rock Montessori benefits from that determination being made in one proceeding as opposed to facing serial litigation.

C. Typicality.

35. There is nothing atypical about Counter-Plaintiff or her claim that would render her an inadequate class representative to advance the Class claims. In fact, just like all Class Members, Counter-Plaintiff was subjected to severe and pervasive harassment and discrimination on the basis of her gender denying her educational opportunities that were afforded to boy students.

36. To the extent Counter-Plaintiff has filed added counts or additional individualized claims in the same counterclaim, the existence of such claims does not bar her from serving as Class representative as to Counts I, II and III.

D. Adequate Representation.

37. Counter-Plaintiff will fairly and adequately protect the interests of Class Members, and there is no apparent conflict of interest between Counter-Plaintiff and absent Class Members.

38. Counter-Plaintiff has retained attorneys experienced in the prosecution of constitutional civil rights and school discrimination cases, as well as class actions, and Counter-Plaintiff intends to prosecute this action vigorously.

COUNT I

TITLE IX – SEXUAL DISCRIMINATION, HARASSMENT, AND RETALIATION

39. Girl Students incorporate and reallege all preceding paragraphs herein by reference. Girl Students were excluded from participation in, denied the benefits of, and subjected to discrimination in the educational programs and activities of White Rock Montessori, on the basis of their gender. Blatant, objective discrimination on face of the dress policy and its enforcement was recognized but not remedied by White Rock Montessori.

40. White Rock Montessori is an educational institution within meaning of the statute. White Rock Montessori receives federal funding.

41. White Rock Montessori was deliberately indifferent to sexual harassment and discrimination of Girl Students, despite actual knowledge. The harassment was so severe, pervasive, and objectively offensive that it deprived Girl Students access to the educational opportunities or benefits provided by White Rock Montessori.

42. Girl Students were continuously shamed and humiliated by White Rock Montessori teachers in the Fall of 2019. The incidents of harassment included enforcing the gender-biased dress code, body-shaming and humiliating Girl Students publicly, and punishing them for any arbitrary infraction by sending them home. Never was a boy student reprimanded, counseled, shamed, or sent home for wearing substantially similar clothing as the Girl Students.

43. The harassment was so severe, pervasive and objectively offensive that it caused Girl Students extreme anxiety and emotional distress.

44. The parents of G.E.W. reported numerous incidents of harassment and discrimination to White Rock Montessori. Numerous other parents reported more than 20 incidents of harassment and discrimination related to discriminatory dress policy, its enforcement,

and the body-shaming of Girl Students. No concrete action was taken; any token “remedies” were late, weak and ineffective.

45. Further, White Rock Montessori retaliated against Girl Students for their parents’ numerous good faith complaints and for filing a lawsuit against White Rock Montessori. Specifically, White Rock Montessori threatened the parents of Girl Students with kicking them out of school and lawsuits for the purported tuition agreement. With respect to G.E.W., White Rock Montessori actually filed a retaliatory lawsuit seeking punishment and to silence complaints of discrimination.

46. Additionally, White Rock Montessori retaliated against Girl Students for her parents’ good faith complaints. White Rock Montessori threatened parents who continued to complain, threatened kicking their students out of school, and threatened legal action for tuition. If the parents left White Rock Montessori due to discrimination, they would still have to pay tuition for the 2019-2020 school year. White Rock Montessori also further retaliated by targeting the Girl Students and their parents for raising legitimate, legal complaints of discrimination and harassment.

47. White Rock Montessori’s failure to protect Girl Students from discrimination and harassment and inaction regarding the complaints was adoption, acceptance and continued persistence of discrimination and harassment against Girl Students.

48. White Rock Montessori was deliberately indifferent to Girl Students’ plight, and by failing to address the discrimination and harassment in a timely and effective manner, denied Girl Students an equal opportunity for education.

49. White Rock Montessori failed to prevent (and sponsored) retaliation towards Girl Students, motivated by animus against them and their parents for their Title IX complaints.

50. Girl Students were excluded from participation in, denied the benefits of, and subjected to discrimination in the educational programs and activities of White Rock Montessori, on the basis of their gender.

51. White Rock Montessori was deliberately indifferent to sexual harassment and discrimination of Girl Students, despite actual knowledge. The harassment and discrimination was so severe, pervasive, and objectively offensive that it deprived Girl Students access to the educational opportunities or benefits provided by White Rock Montessori.

52. The harassment was so severe, pervasive and objectively offensive that it caused Girl Students extreme anxiety and emotional distress.

53. Girl Students and their parents reported over 20 times within August-September, 2019 to White Rock Montessori. No concrete action was taken; any token “remedies” were late, weak and ineffective. Specifically, the Director, Connie Laufersky, met with parents, acknowledged the dress code was facially discriminating, and acknowledged the inappropriate harassment and body shaming done by teachers, at her direction, but refused to take any action.

54. White Rock Montessori’s failure to protect Girl Students from harassment, discrimination by White Rock Montessori teach and staff, and inaction regarding the complaints allowed the environment of body shaming and discrimination of girls to permeate. Girl Students were crying, distraught, and more concerned about getting in trouble because of the clothes or their bodies than school. This is unacceptable, particularly at ages three to twelve, the ages of the Girl Students who suffered discrimination at the hand of the School.

55. White Rock Montessori was deliberately indifferent to Girl Students’ plight, and by failing to address the harassment and discrimination in a timely and effective manner, denied Girl Students an equal opportunity for education.

56. White Rock Montessori failed to prevent (and sponsored) retaliation towards Girl Students, motivated by animus against them and their parents for their Title IX complaints.

COUNT II

EQUAL PROTECTION UNDER THE 14TH AMENDMENT TO THE CONSTITUTION

57. Girl Students incorporate and reallege all preceding paragraphs herein by reference.

58. The 14th Amendment to the United States Constitution gives students the right to avail themselves of an equal opportunity to receive a public education, as well as audition or try out for different extra-curricular activities.

59. By sponsoring and ignoring the systematic discrimination, harassment and sexual harassment of Girl Students, White Rock Montessori denied Girl Students an equal opportunity for education.

COUNT III

SECTION 1983

60. Girl Students incorporate and reallege all preceding paragraphs herein by reference.

61. Girl Students allege that White Rock Montessori violated Girl Students' rights under the Civil Rights Act of 1871, codified at 42 U.S.C. § 1983. White Rock Montessori acted under the color of state law, custom or usage, and discriminated against Girl Students in violation of the Equal Protection Clause. White Rock Montessori's actions did not serve important governmental objectives, were not substantially related to achievement of any such objectives, and were taken intentionally.

JURY DEMAND

Counter-Plaintiffs request a trial by jury.

PRAYER AND RELIEF REQUESTED

WHEREFORE, PREMISES CONSIDERED, Girl Students respectfully request judgment against White Rock Montessori including general or compensatory damages, punitive damages, reasonable and necessary attorney's fees and court costs under 42 U.S.C. § 1988, and any other relief, both special and general, to which Girl Students may be justly entitled.

Dated: March 4, 2020

Respectfully submitted,

/s/ Jessica Brown Wilson
Jessica Brown Wilson, *Pro Se*
State Bar No. 24048975
jessica.wilson@fisherbroyles.com
FISHER BROYLES, LLP
4514 Cole Avenue, Suite 600
Dallas, Texas 75205
Telephone: 469-586-6861

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a true and correct copy of this document has been served via e-mail on Counter-Defendant's counsel of record, shown below, on the 4th day of March, 2020.

Robert J. Reagan
REAGAN MCLAIN & HATCH, LLP
White Rock Tower, Suite 300
6510 Abrams Rd.
Dallas, Texas 75231
Bob@reaganmclain.com

/s/ Jessica Brown Wilson
Jessica Brown Wilson